AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 28, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Patricia Evans, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   April 21, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

Request of Yodianne Sanchez for a waiver of the Noise Ordinance at Trinity Gardens Park Amphitheater on May 2, 2026, from 2:00 p.m. - 6:00 p.m. (District 1).

Request of Jarvius Coleman for a waiver of the Noise Ordinance at Trinity Gardens Park on June 21, 2026, from 2:00 p.m. - 6:00 p.m. (District 1).

Request of Shelby Brashaw for a waiver of the Noise Ordinance at Cathedral Square Park on May 1, 2026, from 4:00 p.m. - 8:00 p.m. (District 2).

Request of Stuart Guy for a waiver of the Noise Ordinance at 352 St. Francis Street on May 2, 2026, from 2:00 p.m. - 7:00 p.m. (District 2).

Request of Kacey Chappelear for a waiver of the Noise Ordinance at British Park on May 17, 2026, from 2:00 p.m. - 5:00 p.m. (District 2).

Request of Reverend Leon Bell Jr., for a waiver of the Noise Ordinance at 661 S. Broad Street on May 24, 2026, from 8:00 a.m. - 1:00 p.m. (District 2).

Request of Creola Ruffin for a waiver of the Noise Ordinance at 351 St. Francis Street on July 25-26, 2026, from 6:30 p.m. - 10:30 p.m. (District 2).

Request of Creola Ruffin for a waiver of the Noise Ordinance at Cooper Riverside Park on July 24-25, 2027, from 4:30 p.m. - 10:00 p.m. (District 2).

Request of Anthony LunaBankhead for a waiver of the Noise Ordinance at Medal of Honor Park on May 3, 2026, from 1:00 p.m. - 3:00 p.m. (District 6).

11. PUBLIC HEARINGS

Public hearing to consider the application of Charles Henry Royal II for a Certificate of Public Convenience and Necessity to operate a Shuttle Service.

Public hearing to declare the structure at 357 Cassidy Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1202 Gorgas Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 7310 4th Street a public nuisance and order it demolished (District 7).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Chris Patterson - concerns about a ticket he received on February 15, 2026, from the police department.

Estella Trotter - to express concerns about City officials personally profiting from dismantling black historic communities/neighborhoods and calling it economic development.

Tyra Jackson - introduce a week-long summer dance program for children ages 14-15.

Reggie Hill - Definitions for wording in Section 2-62 of Mobile City Code. Requesting that someone from the (reported) Legislative Body/Administration would provide specifics pertaining to: the use of last $26M of ARP Funding; and updated Vehicle Inventory List; status of Performance Contracts Evaluation Metrics; usage of Recreation Centers during the Summer months; accessing properties slated for nuisance abatement or demolition; Rent Status; expectations for MHA update; Drainage Project Lists; and how many millions have went to non-programmatic Public Safety items since November of 2025.

13. 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).

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).

14. RESOLUTIONS HELD OVER

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.).

08-449 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 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.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-454 Recommend approval to the ABC Board for issuance of a Special Retail - More than 30 Days License to Courtyard Mobile; 1000 W. I-65 Service Road S. (sponsored by Councilmember Fleming).

40-455 Declare the structure at 357 Cassidy Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-456 Declare the structure at 1202 Gorgas Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-457 Declare the structure at 7310 4th Street a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-458 Assess cost for removal of weeds, Weed Lien Group 1673.

60-459 Determine an appropriation to Lexington Homeowners Association, Inc., serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-460 Determine an appropriation to the Japanese Garden Foundation, Inc., serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-461 Determine an appropriation to VIA Community Center serves a public purpose

and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-462 Determine an appropriation to Mobile Botanical Gardens serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-463 Determine an appropriation to Charlotte Oaks Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Dept.).

60-464 Determine an appropriation to the Japanese Garden Foundation, Inc., serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Finance Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

08-465 Approve purchase order to Putterman Athletics, LLC for quilted acoustic panels for Lavretta Park pickleball courts; $29,153.43 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-466 Authorize Agreement with the Downtown Mobile District Management Corporation for Base Line Services (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-467 Authorize Agreement with Matthew Brooks to provide Tennis Teaching Pro for Parks and Recreation Department; NTE $80,000 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Executive Director of Public Works).

01-468 Authorize Agreement with Peyton Hickman to provide tennis lessons and clinics for Parks and Recreation Department; NTE $80,000 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Executive Director of Public Works).

01-469 Authorize Agreement with Frank Trice to provide racquet stringer services for Parks and Recreation Department; NTE $80,000 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Executive Director of Public Works).

08-470 Approve purchase order to Stivers Ford Lincoln Inc. for 2025 Ford Explorer SUV for MPD; $38,773.00 (sponsored by Mayor Cheriogotis) (submitted by John

Paine, Purchasing Dept.).

08-471 Approve purchase order to Carahsoft for renewal of SAP Concur travel management software for Finance; $19,197.36 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-472 Approve purchase order to Best Price Services LLC, for storm drainage vegetation and debris removal; North Hamilton Street to Conception Street; $29,900.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-473 Re-allocate funds from Capital Project Mounting Unit - New Training CTR to Capital Project MPD Mounted Unit Grand Bay Upgrades; $156,016.95 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

09-474 Re-allocate funds from Capital Project ADEM Testing to Capital Project Stormwater MGMT MS4 program to support the City of Mobile's MS4 Program; $475,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-475 Authorize contract amendment #4 with Goodwyn Mills & Cawood Inc. for improvements to the Master Plan for the Mobile Civic Center Arena; $62,500.00 (increase) (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-476 Authorize Change Order #2 to the Contract with PL Russell, LLC for Mobile Riverfront Redevelopment, Cooper Riverside Park great lawn upgrades; $64,338.62 (increase) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs and Project Mgmt.).

37-477 Consider the application of Charles Henry Royal II for a Certificate of Public Convenience and Necessity to operate a Shuttle Service.

60-478 Authorize Settlement Agreement and Release of Claims: Joiner (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-479 Call for public hearing to consider an ordinance to amend Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, Chapter 64 (scheduled for June 2, 2026) (District 2).

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: Yodianne Y. Sanchez
PLEASE PRINT ALL INFORMATION

Home Phone Number: (_____ Cell Number: (251) 554-3880

Organization (if applicable) Iglesia Puerta del Cielo

Mailing Address of Applicant 5851 St. Gallen Ave S Mobile AL 36608

Telephone No. (251) 554-0173 E-mail address puertadelcielo2018@outlook.com

Location or address of event where amplification will be used:
Trinity Gardens Park / Michael Dow Amphitheater

Date of Event: 5/2/2026 Starting Time: 2pm Ending Time 6pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: National Day of Prayer Spanish Service

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2026 APR 21 PM 12:02

21

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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Name of Applicant: Jarvius Shuntel Coleman
PLEASE PRINT ALL INFORMATION

Home Phone Number: ———— Cell Number: (251) 422-3569

Organization (if applicable) Leopard Bash Picnic / Blount High School

Mailing Address of Applicant 10485 Loamy Ave.

Telephone No. ———— E-mail address Jcoledenpro1@gmail.com

Location or address of event where amplification will be used:

Trinity Garden Park / 3100 Bank Ave. Mobile, AL. 36617

Date of Event: June 21, 2026 Starting Time: 2:00pm Ending Time 6:00 pm

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

Type of Event: Alumni High School Picnic in the Park

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

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
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or e-mail to: cityclerk@cityofmobile.org

2026 APR 23 PM 1:24
CITY CLERK DEPARTMENT

D1

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Shelby C Brashaw

PLEASE PRINT ALL INFORMATION

Home Phone Number: 3345045394 Cell Number: 3345045394

Organization (if applicable) Mobile Bay Democratic Socialists of America

Mailing Address of Applicant 825 Lynn Court

Telephone No. 3345045394 E-mail address shelbybrashaw@gmail.com

Location or address of event where amplification will be used:

Cathedral Square Park

Date of Event: 05/01/2026 Starting Time: 4:00pm Ending Time 8:00pm

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

Type of Event: Potluck and Rally

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

CITY CLERK'S OFFICE
MOBILE, AL

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Stuart Guy
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-554-9846

Organization (if applicable) _____

Mailing Address of Applicant 352 Saint Francis St.

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

Location or address of event where amplification will be used:
352 Saint Francis St.

Date of Event: 05/02/2026 Starting Time: 2:00pm Ending Time 7:00pm

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

Type of Event: Derby Street Party

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
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D2

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Kacey Chappelear
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 6145302756

Organization (if applicable) _____

Mailing Address of Applicant 215 S. Cedar St., Mobile, AL 36602

Telephone No. _____ E-mail address kacey.chappelear@gmail.com

Location or address of event where amplification will be used:
British Park

Date of Event: May 17, 2026 Starting Time: 2:00pm Ending Time 5:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Annual Spring Party for CSE Neighborhood

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

Music containing obscene language or profanity is prohibited

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2026 APR 21 PM 12:02

D2

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Reverend Leon Bell Jr., Pastor
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-432-4933 (Main) Cell Number: 251-229-5089 (Secretary)

Organization (if applicable) St. Joseph Missionary Baptist Church

Mailing Address of Applicant 661 S. Broad Street, Mobile, AL 36603

Telephone No. 251-229-5089 E-mail address stjosephmobile@gmail.com

Location or address of event where amplification will be used:
661 S. Broad Street, Mobile, AL 36603

Date of Event: 5/24/2026 Starting Time: 8:00 AM Ending Time 1:00 PM

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

Type of Event: "Worship on the Lawn" a community worship event with live music, food, and vendors

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

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2026 APR 21 PM 12:02
CITY CLERK DEPARTMENT

D2

4/20/26 2

CITY CLERK DEPARTMENT

2026 APR 20 PM 3:24

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Creola G. Ruffin
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 478-4027 Cell Number: (251) 610-2152

Organization (if applicable) Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc.

Mailing Address of Applicant P.O. Box 40404, Mobile, Al. 36640

Telephone No. (251) 478-4027 E-mail address ruffinatlaw@aol.com

Location or address of event where amplification will be used:
Downtown Temple, 351 St. Francis St., Mobile, Al. 36602

Date of Event: 7/25-26/2026 Starting Time: 6:30pm Ending Time 10:30pm

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

Type of Event: Jazz Music Festival

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
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D2

4/20/2026

CITY CLERK DEPARTMENT
2026 APR 20 PM 3:24

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Creola G. Ruffin
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 478-4027 Cell Number: (251) 610-2152

Organization (if applicable) Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc.

Mailing Address of Applicant P.O. Box 40404, Mobile, Al. 36640

Telephone No. (251) 478-4027 E-mail address ruffinatlaw@aol.com

Location or address of event where amplification will be used:
Cooper Riverside park, Mobile, Al. 36602

Date of Event: 7/24-25/2027 Starting Time: 4:30pm Ending Time 10:00pm

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

Type of Event: Jazz Music Festival

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

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
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Name of Applicant: ANTHONY LUNABANK HEAD
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (408) 250 1581

Organization (if applicable) City Hope Church - Mobile

Mailing Address of Applicant 22601 Promise Land Daphne AL 36526

Telephone No. (408) 250 1581 E-mail address anthony@cityhope.cc

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: 5/3/26 Starting Time: 1pm Ending Time 3pm

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

Type of Event: Church Picnic

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S OFFICE
MOBILE, AL
TH, APR 23, PM1:32 RCVD

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 resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Charles H. Royal for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Charles H Royal II, individually or on behalf of Henry Evan, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:
Charles H Royal II

Mobile Business Address: 2695 Government Blvd Bldg B Mobile, AL 36606

Telephone: [redacted] Trade Name (d/b/a): Henry Evan, LLC

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdat[redacted]

Mobile Residence:
[redacted]
Address City State Zip code

Telephone Number: [redacted]

Residing in Mobile County: Years: 16 Months: 3

U.S. Citizenship: Yes X No

I attest, under penalty of perjury that I am:
X A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: 2695 Government Blvd Bldg B Mobile AL 36606

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
[redacted]			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☑

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 24 hours

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____ Year: _____ Model: _____

Make: _____ Year: _____ Model: _____

Make: _____ Year: _____ Model: _____

Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Charles H. Royal II

Applicant's Signature

NAME OF ENTITY:

Henry Evan, LLC

By: Charles H Royal II

Its CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS

1st **DAY OF** April, 20 26

Notary Public

JAMIE HEBERT
My Commission Expires
March 13, 2029

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Charles Henry Royal II

Nickname(s) or Maiden Name:

Current Addres [redacted]

Previous Addre [redacted]

Personal Description:

Height: 5'11

Weight: 251

Hair Color: Black

Eye Color: Brown

Social Security Number [redacted]

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

4/1/2026

Date signed

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Charles H Royal II

Date of Birth: 04/14/1974 Social Security #: 420-15-7717

Present Address: 8650 Sable Court Semmes, AL 36575

Home Phone Number: 251-767-8725 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Royal Limousine, LLC

Present Position/Title: Owner

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

[signature] 4/1/2026

Signature **Date Signed**



NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Personal Data Report

General Descriptors

Name:	ROYAL, CHARLES HENRY II		
Address:	[redacted]	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	[redacted]
Sex:	M	**Age:**	51
Weight:	250	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	[redacted]	**DL Type:** A	[redacted]
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: Karen Adkins
DATE: 4/1/2026

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

RECEIVED
CITY CLERK DEPARTMENT
2026 APR 20 PM 12: 12

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Chris Patterson Date: 4-20-26

Address: 2050 S. McVay DR

Phone: (251)234-8486 Email: Chrisjaypat2007@gmail.com

Date to Address City Council: _____

Subject and/or specific questions (must complete): Protestance against the City of Mobile AL for the cost of and accident that happen on 2-15-26 Case # M 2260201686 Ticket he received from MPD.

How does this pertain to city business (must complete): dispute of payment.

Signature: Chris Patterson

Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Date Thu 4/23/2026 3:17 AM
To City Clerk <cityclerk@cityofmobile.org>

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: 2026-04-28

Address: Homeless

Email: f.trotter20@gmail.com

Phone: 251 455-2040

Subject And Specific Questions: Citizens concerns of city officials personally profiting from dismantling black historic communities/neighborhoods and calling it economic development.

Pertain To City Business: Lack of investing in black families wellbeing

Signature: Estella Trotter

Signature Verify: X

Agree: X

Date Submitted: 2026-04-23 03:17:33

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 4/23/2026 11:59 AM
To Leverette, Tiereney <tiereney.leverette@cityofmobile.gov>

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 23, 2026 11:58 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: 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: Introducing a summer dance program for males and females, ages 14-25. It's the only fully residential dance intensive on the Gulf Coast.
Pertain To City Business: Workforce readiness for City of Mobile dancers, males and females.
Signature: Tyra Jackson
Signature Verify: X
Agree: X
Date Submitted: 2026-04-23 11:58:44

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

Outlook

Re: 4/7 Agenda

From RJHILL II <rhills4tf@gmail.com>
Date Thu 4/23/2026 3:48 PM
To City Clerk <cityclerk@cityofmobile.org>
Cc Carroll Lambert, Lisa <lisa.carroll@cityofmobile.gov>

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.

Secretary Leveretter,

Good afternoon! While the bullet points were itemized (Rules, Economic Development, Public Safety), there were specific details in the following paragraph (I am requesting that someone from the (reported) Legislative Body/Administration would provide ***specifics*** pertaining to: the use of last $26M of ARP Funding; and updated Vehicle Inventory List; status of Performance Contracts Evaluation Metrics; usage of Recreation Centers during the Summer months; accessing properties slated for nuisance abatement or demolition; Rent Status; expectations for MHA update; Drainage Project Lists; and how many millions have went to non-programmatic Public Safety items since November of 2025.) Those are as detailed as one could possibly provide.

For the sake of clarity, that request for specificity plainly means:

* Was the remaining $26M of American Rescue Plan Act funds used to facilitate the most recently reported Income Based Housing project in West Mobile or what were those funds used for, seeing that they must be allocated and used by 2026 or returned to the federal government?

* Has a Vehicle (Fleet) Inventory List been provided for the City of Mobile Motorpool, particularly the Public Safety Department?

* What is the status for evaluating Performance Contracts and has such a metric been formally adopted and presented to the (reported) Legislative Body?

* Is there a plan in place to cover costs for families who cannot afford to pay from Summer Camps being held in our Recreation Centers and what is the plan for Citizens who are not enrolled...will they be prohibited from accessing the public facilities our taxpayer dollars pay for as has been done in the past?

* How can Citizens access a List of properties which are slated to be deemed nuisance abatement or demolished and what is the procedure for determination and external securing?

* Has there been an outline of expectation or itemized agenda put in place for the upcoming Committee Meeting designed to share an update from the Mobile Housing Authority?

* What is the long-term strategic plan as it pertains to drainage projects, specifically as listed on the most recent (4/21) Agenda, seeing that no details were provided at that meeting?

* How much money, since November of 2025, have we spent on non-programmatic initiatives related to Public Safety (i.e. vehicles, furniture, software, equipment, created positions, etc.)?

I was under the impression that this was made plain in my original email. In the future, I will make sure to add these points. As well, I am not sure why in the past, when I provided less information I was still added to the Agenda. Also, what is the point of being more descriptive when there has been no response? I know the Rules say that Public Officials "may choose" to respond...however that's borderline unconstitutional, if Citizens are required to do this much and there be no level of transparency.

Thanks, still, for the work of the Clerk's Office. I hope this satisfies your quarrel.

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 23, 2026 at 1:57 PM City Clerk <cityclerk@cityofmobile.org> wrote:

> Good afternoon, Mr. Hill,

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)

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

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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:	[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

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

Date

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

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

Lindsay Tucker
Digitally signed by Lindsay Tucker
DN: C=US, E=ltucker@garverusa.com, O="Garver, LLC", CN=Lindsay Tucker
Date: 2025.12.10 12:20:33-06'00'
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

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:

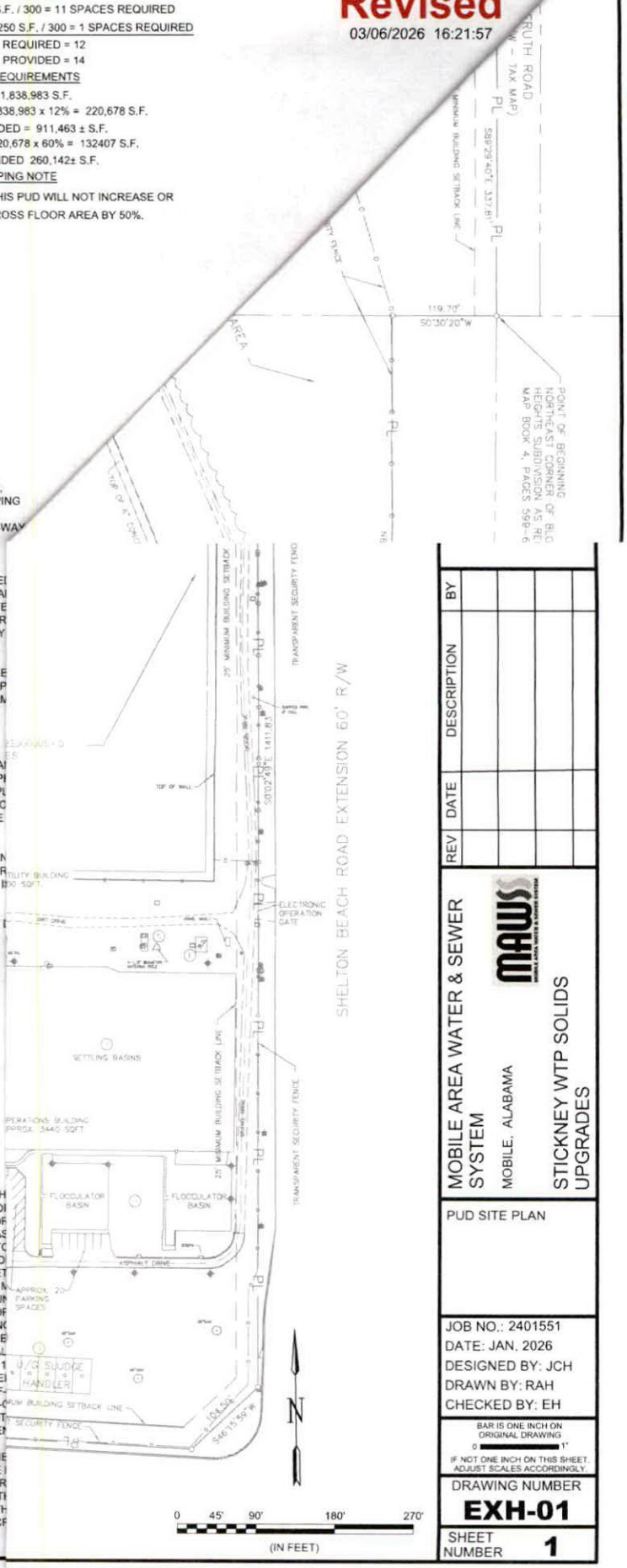
ADDRESS: 4725 MOFFETT RD MOBILE, AL 36618-2246

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

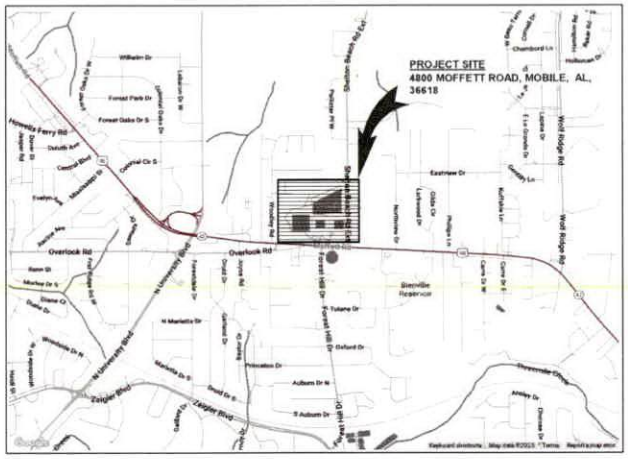
RAYMOND L. BELL JR.
COMMISSIONER

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 WTP UPGRADES

COVER SHEET

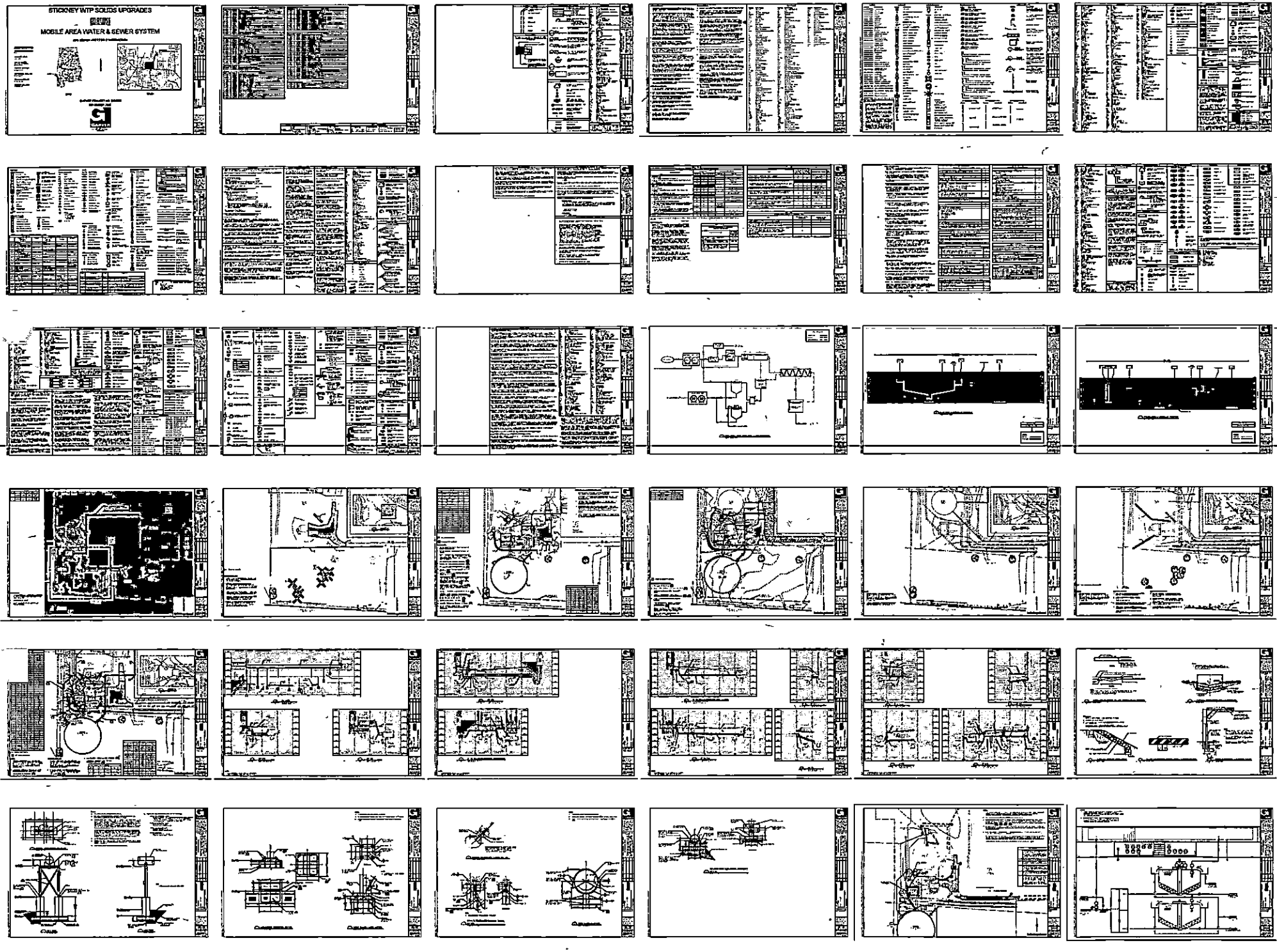
JOB NO.: 2401551
DATE: NOV 2025
DESIGNED BY: JBR
DRAWN BY: SJB
CHECKED BY: LIT

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://WS-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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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.

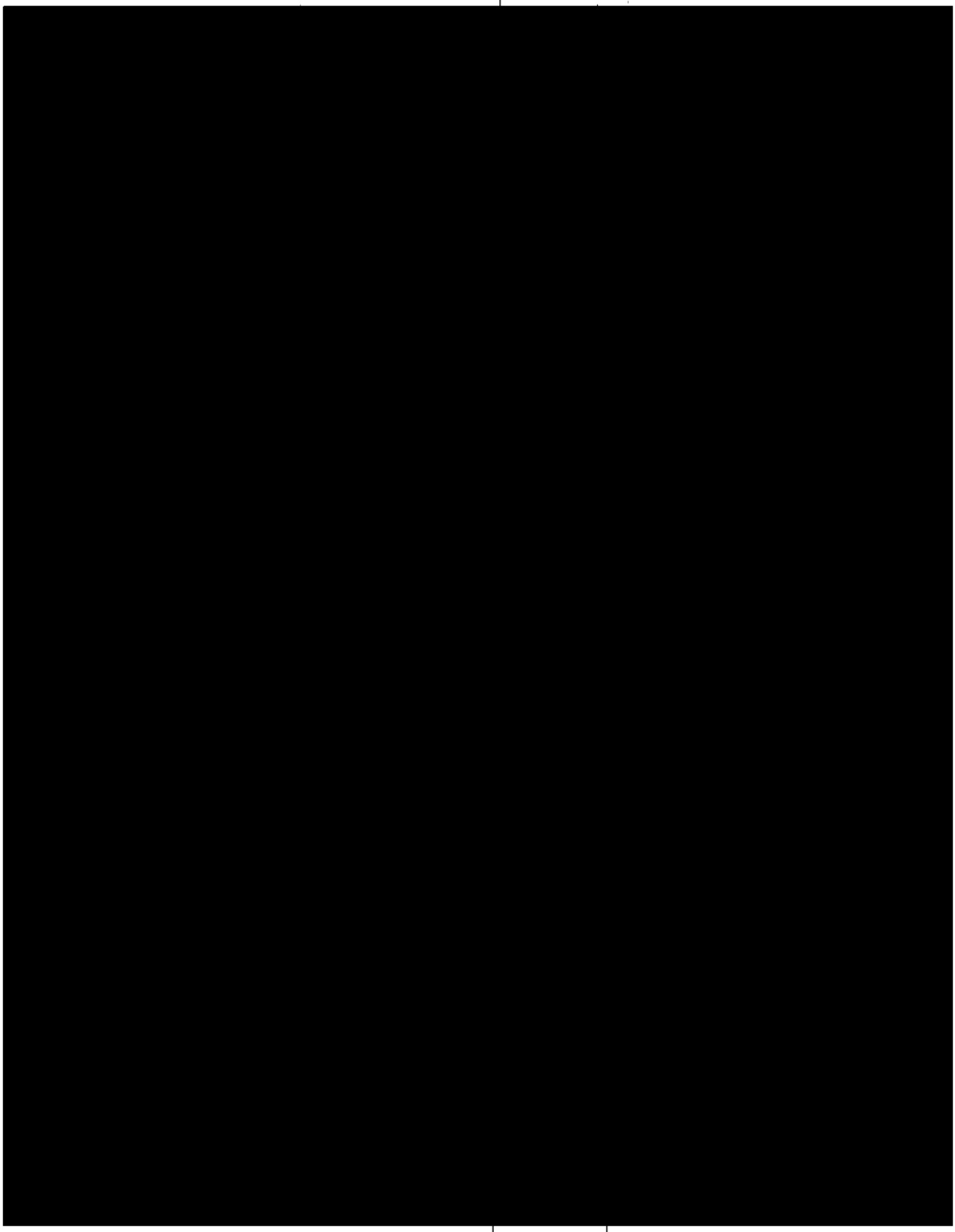
The Proposed developments will upgrade the existing water treatment facility that exists on the property. The upgrades include a new circular clarifier, a pump station building, and concrete splitter box for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts 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.

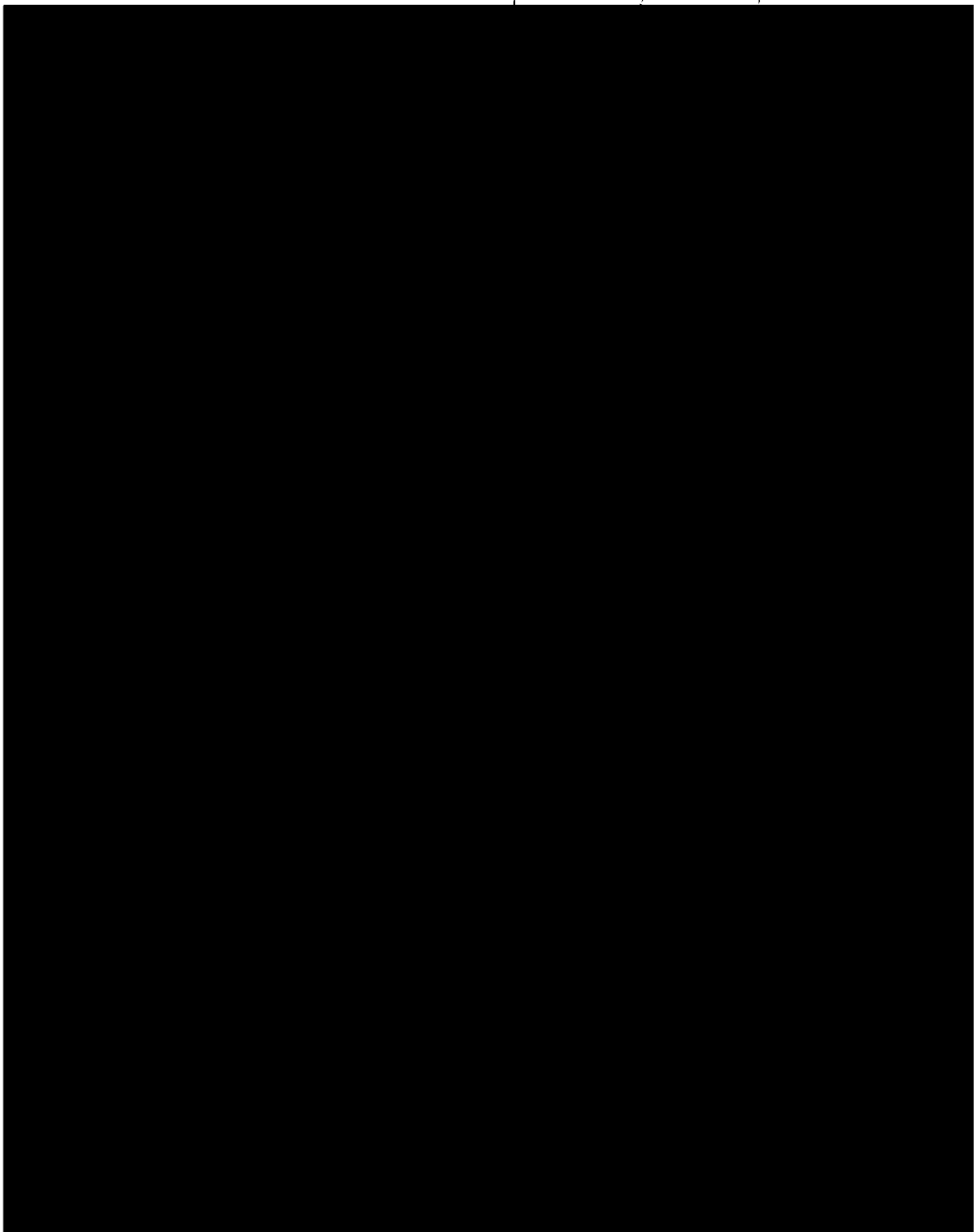
The Stickney WTP Solids Upgrades project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades 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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Easy Peel® Address Labels
Bend along line to expose Pop-up Edge

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Use Avery Template 5160

Pat: avery.com/patents

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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:

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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.

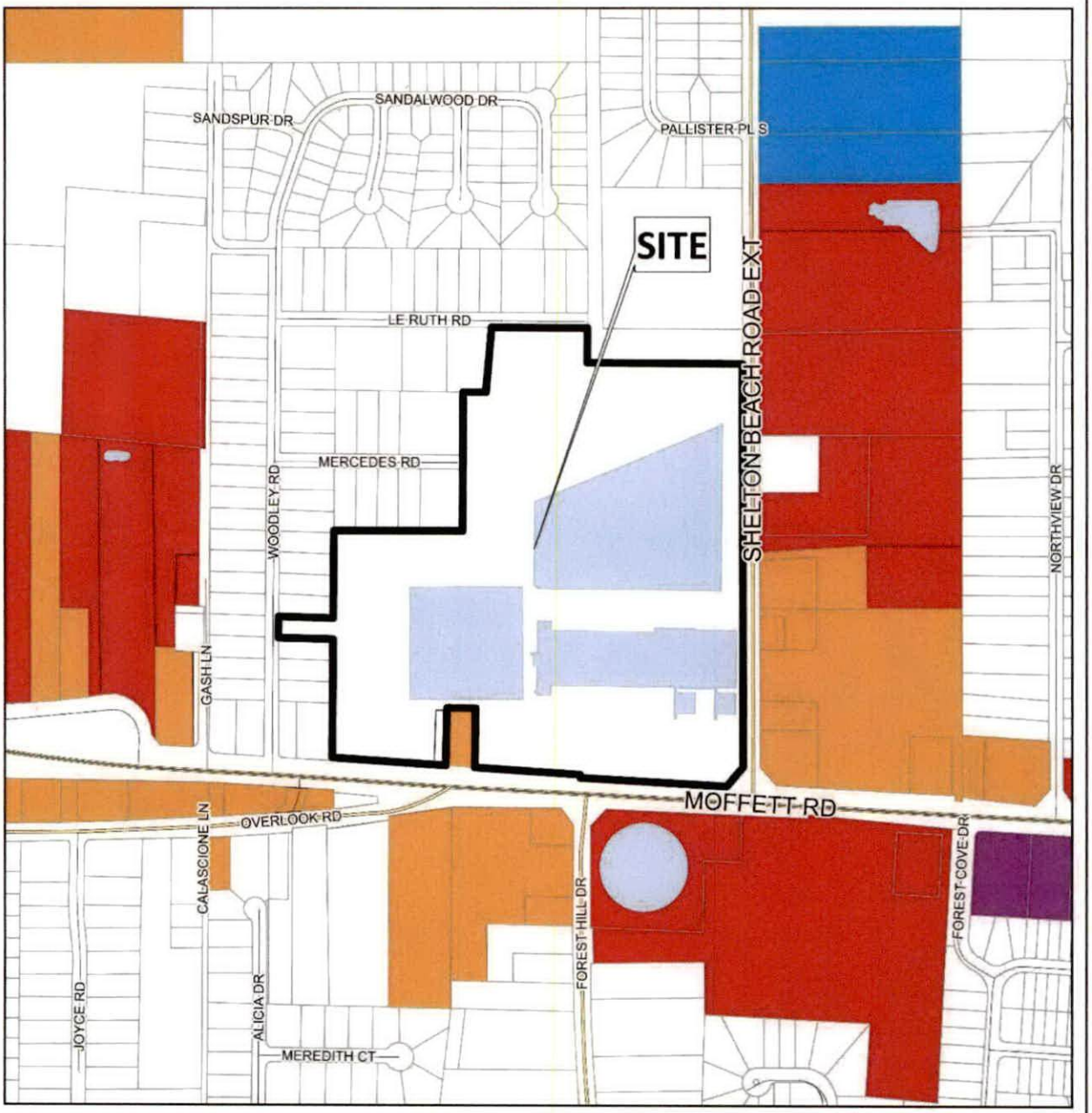
The applicant's responses to address the above criteria are available in the link on page one (1).

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

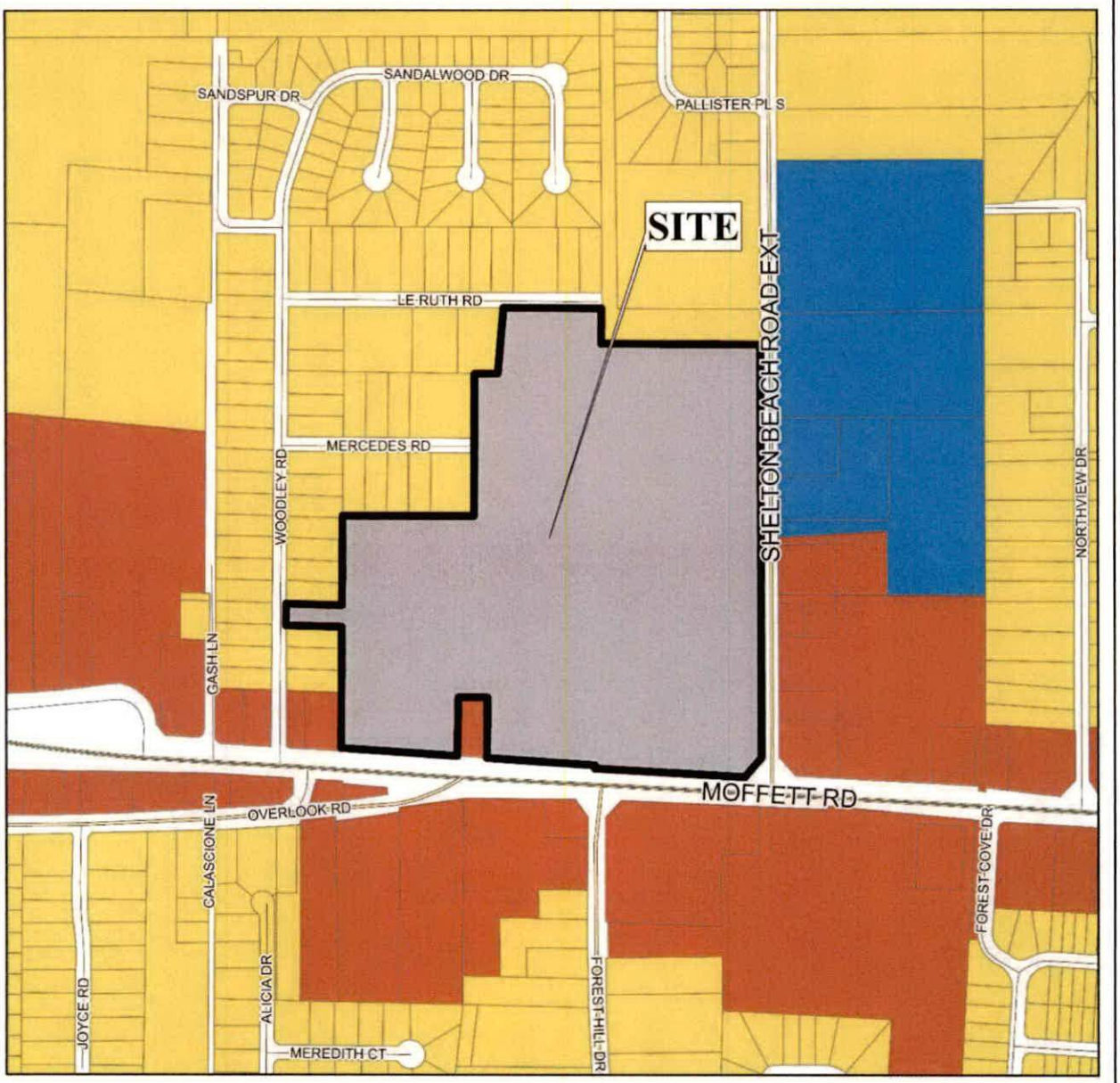
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE February 19, 2026

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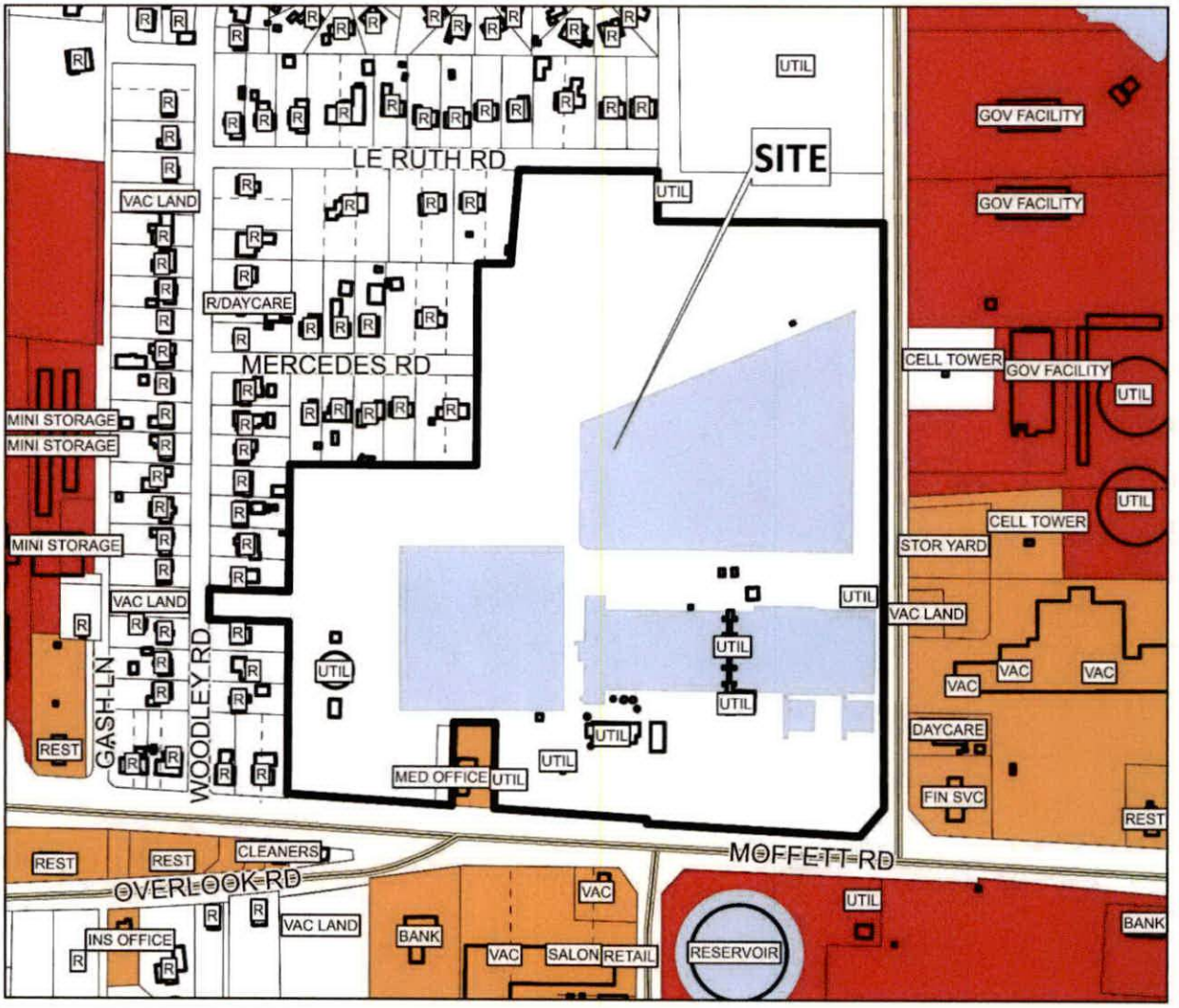
REQUEST PA Modification, PUD Modification

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
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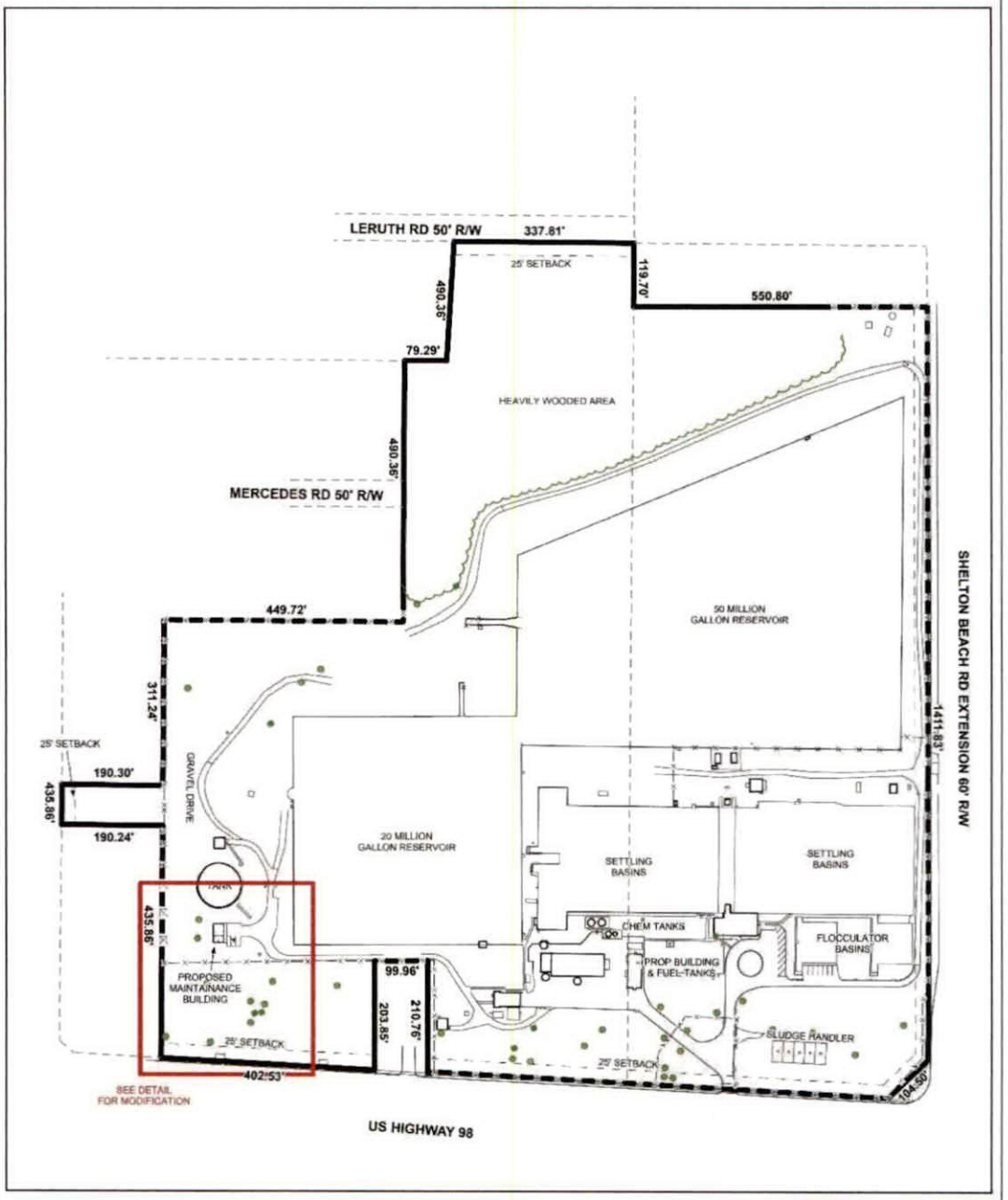
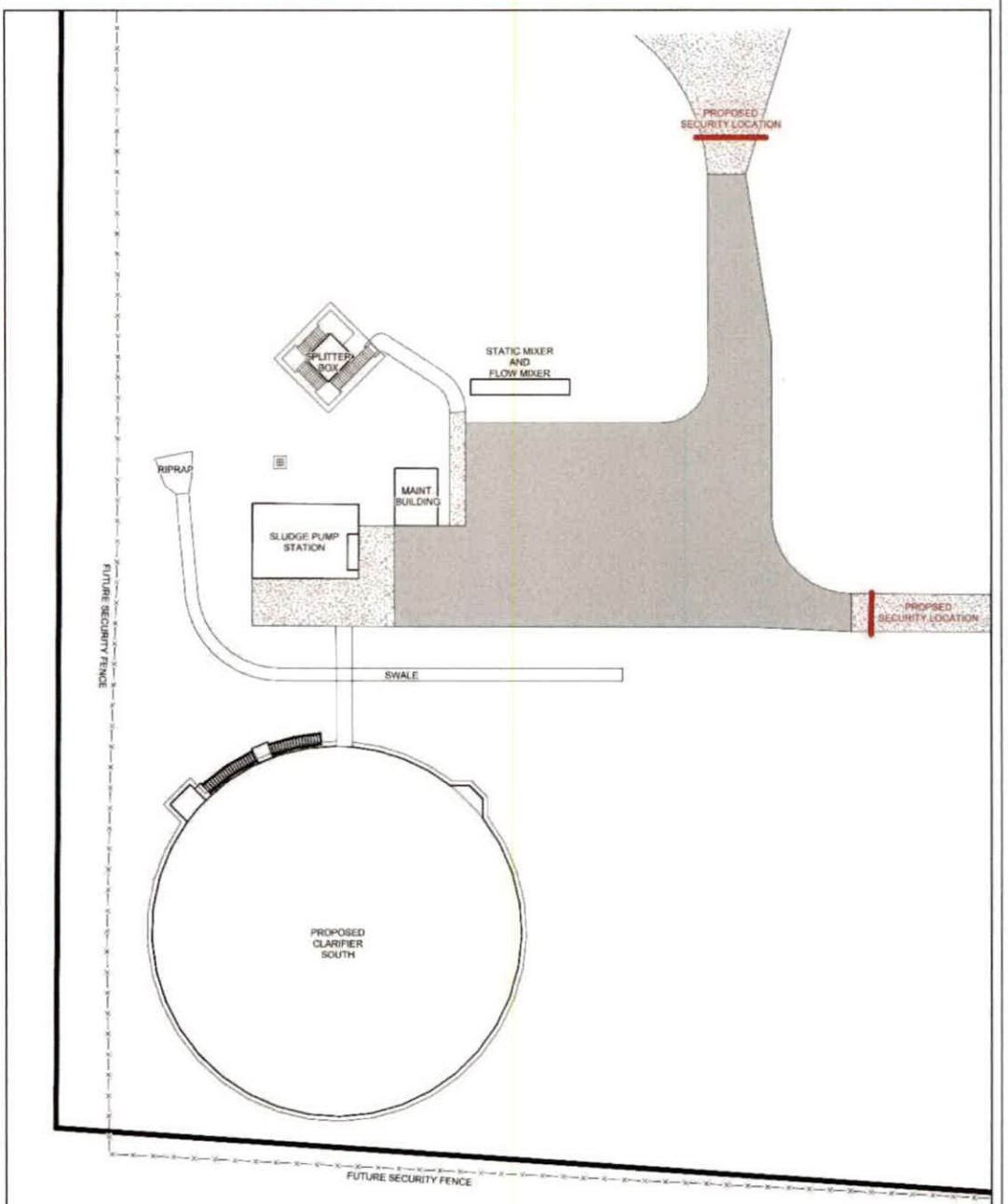
EXISTING SITE PLAN



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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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









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.

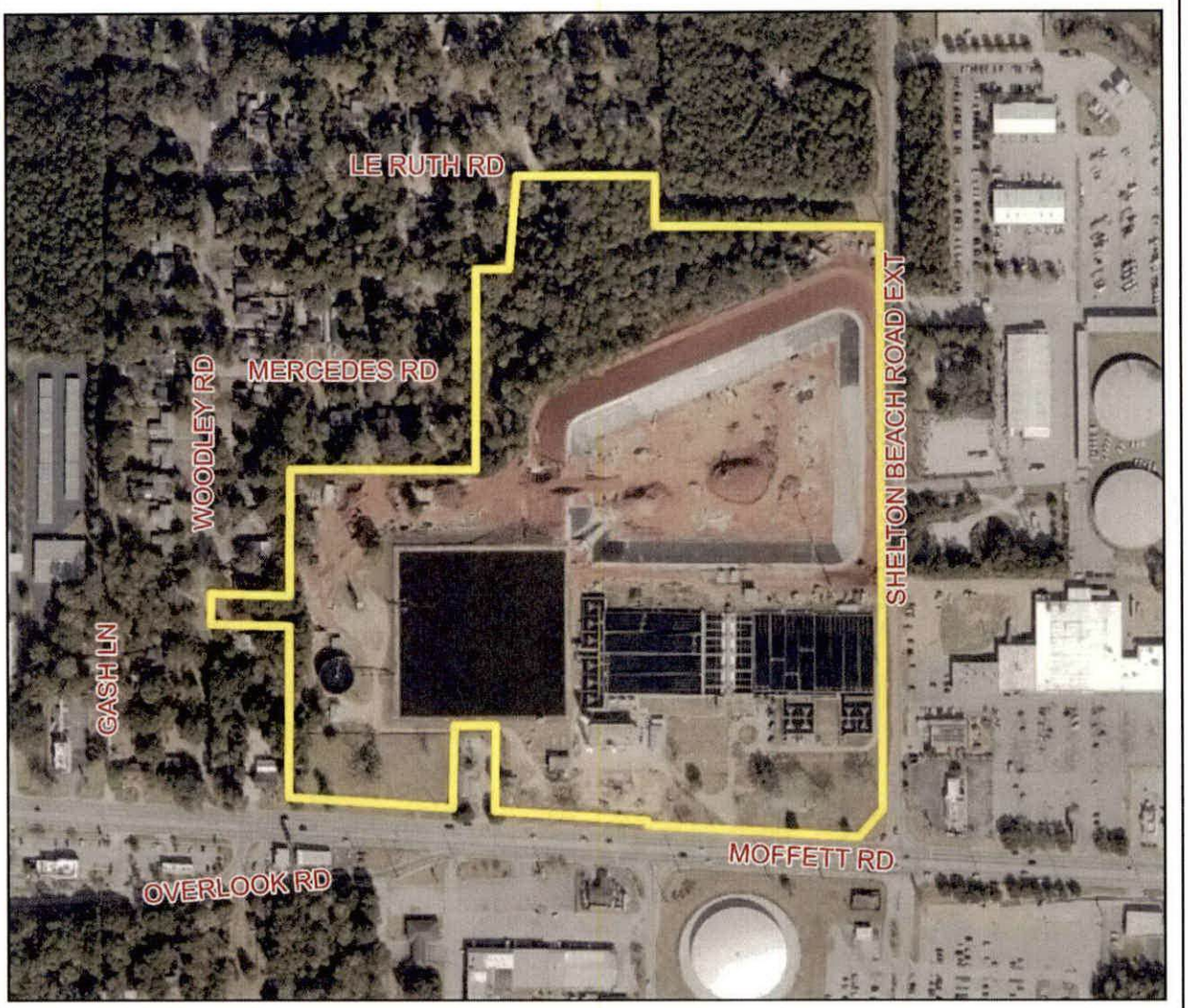
Considerations:

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.

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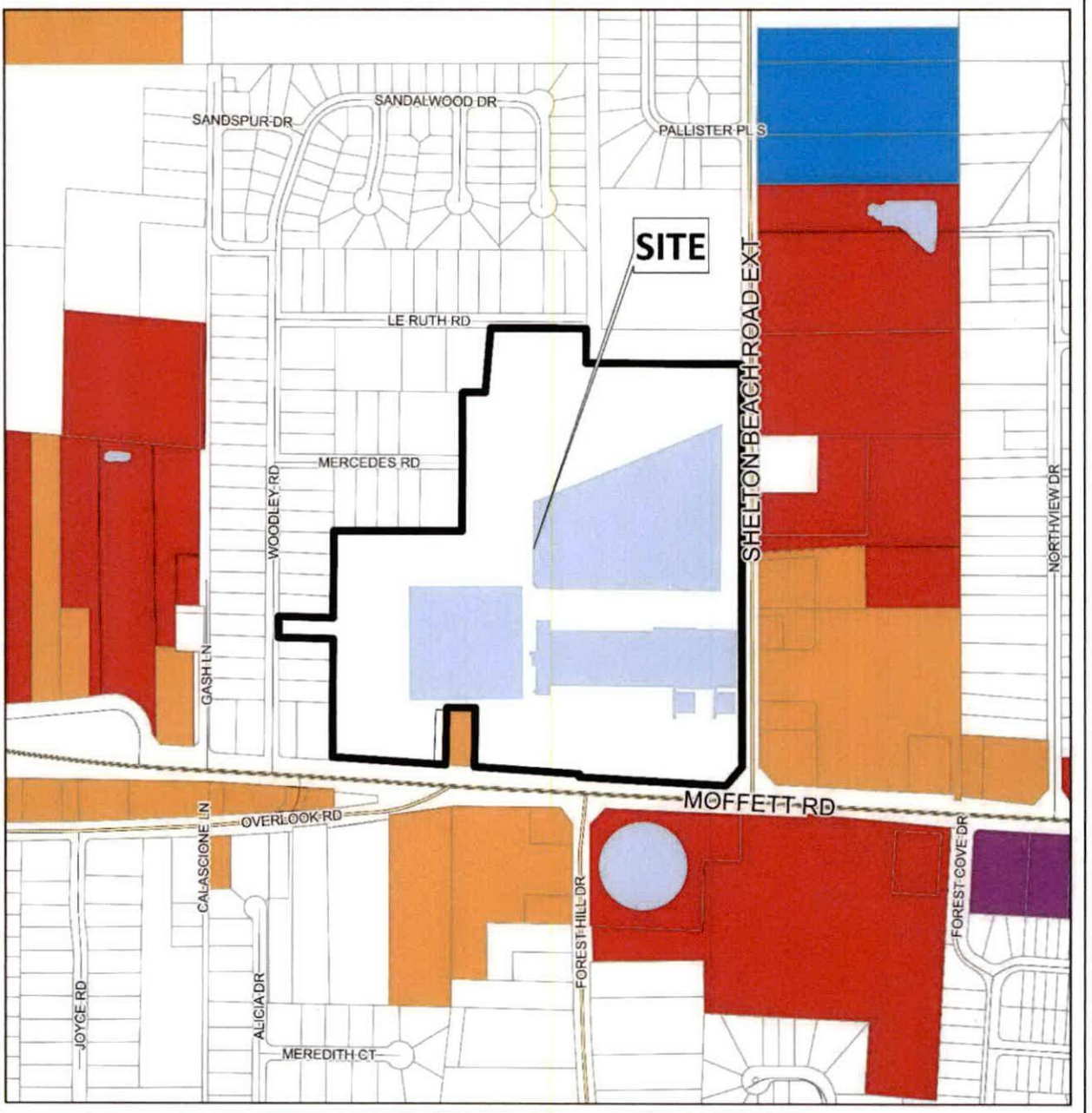

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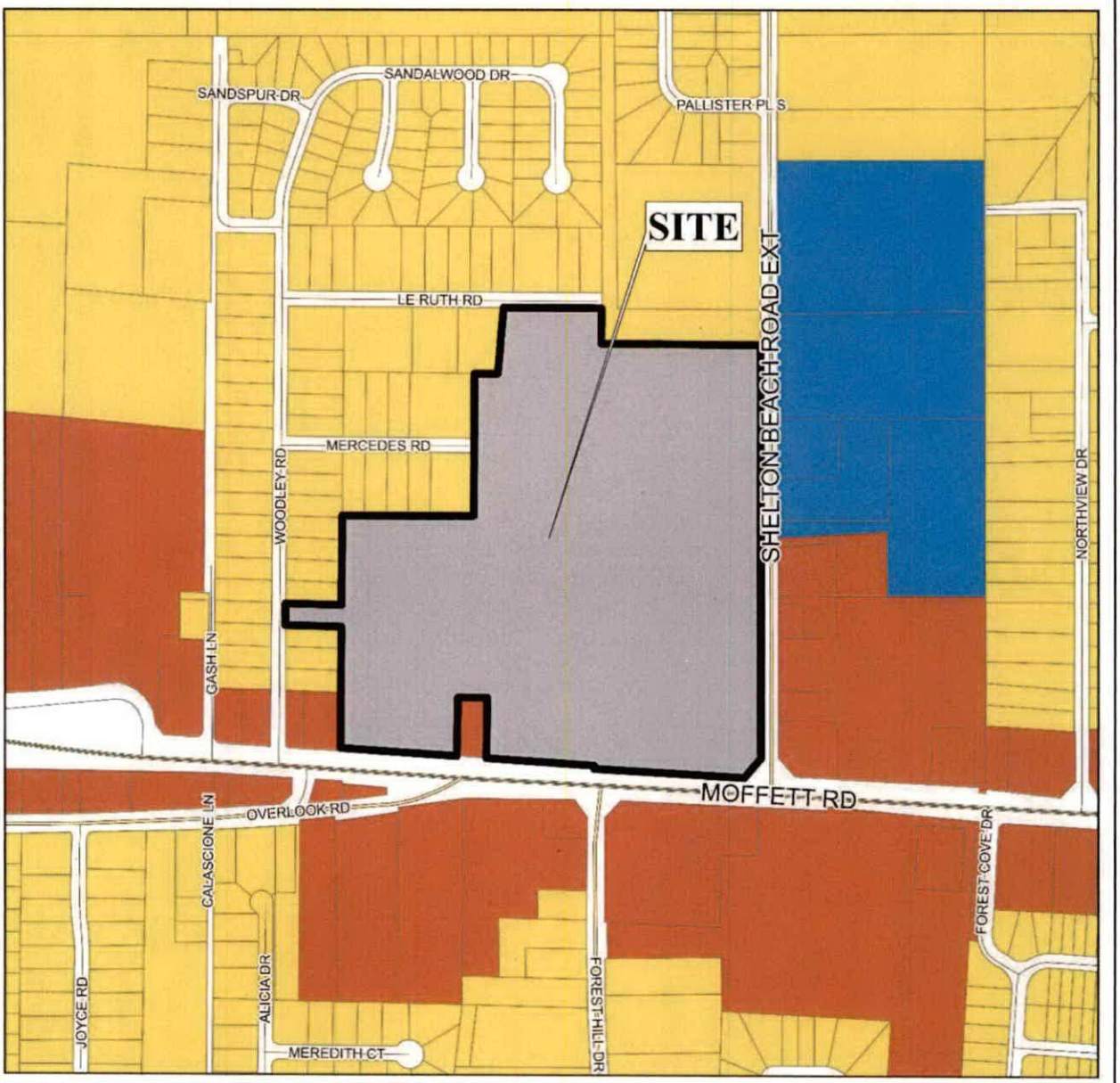

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REQUEST PA Modification, PUD Modification

- 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

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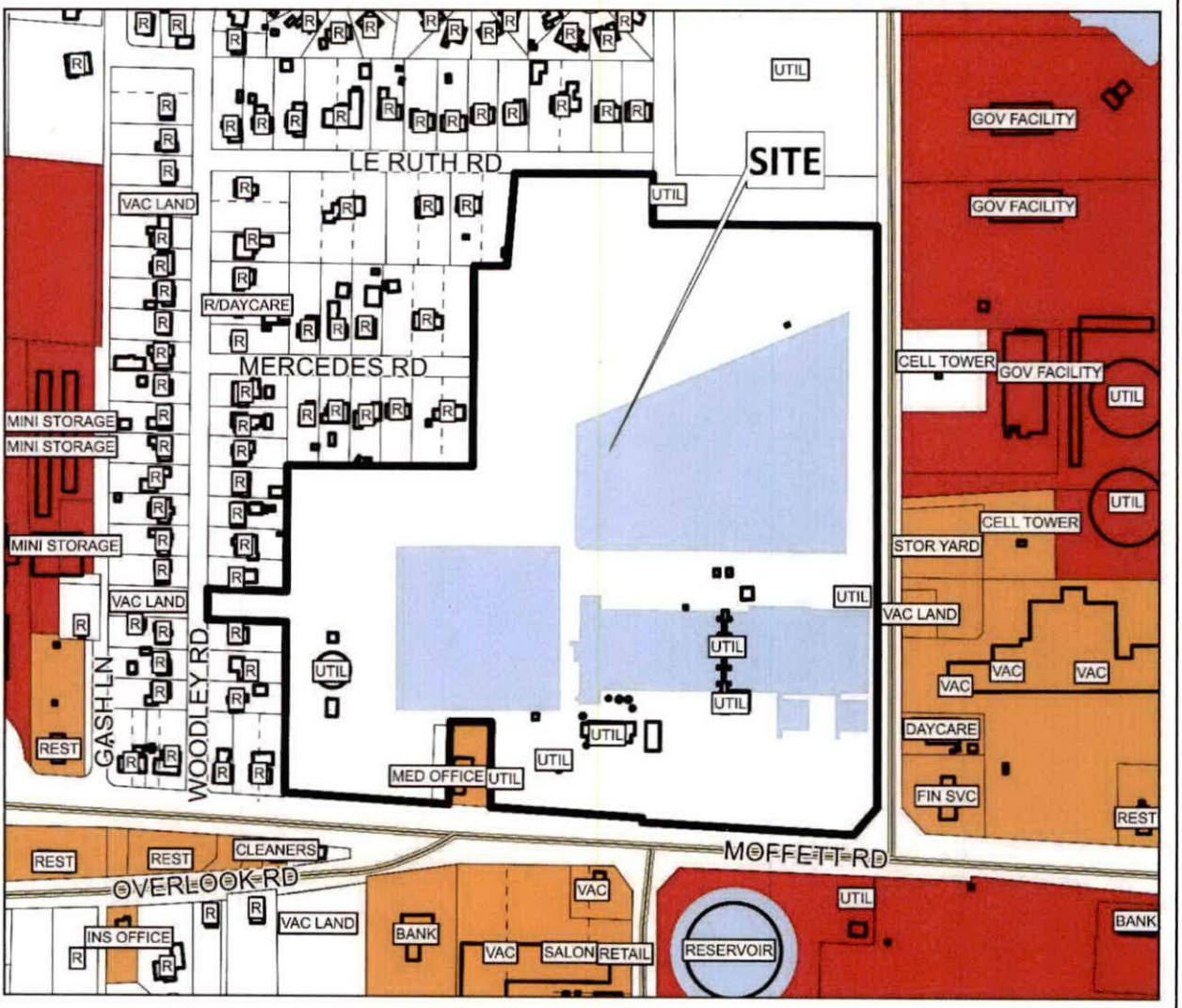
NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

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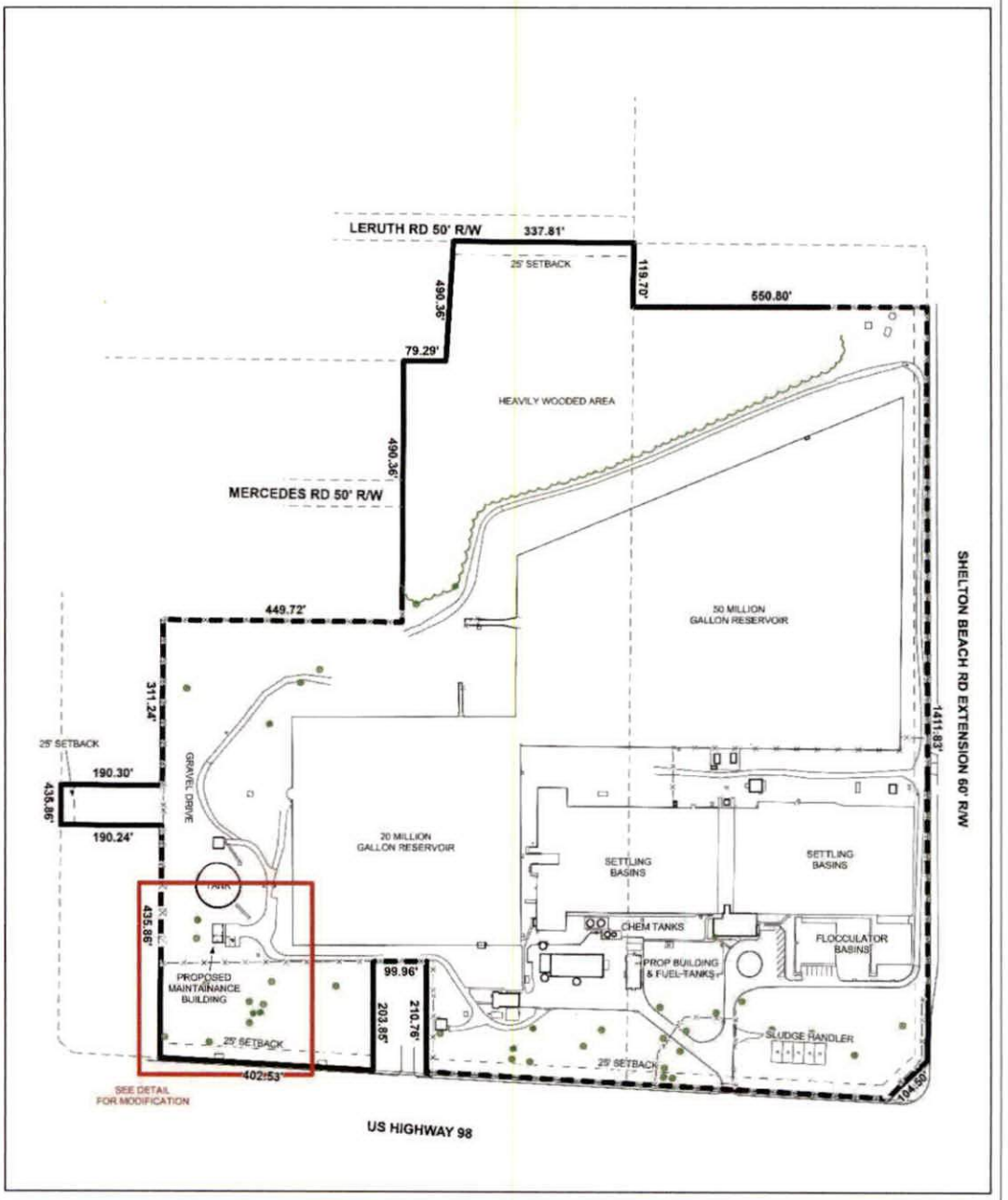

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APPLICATION NUMBER 11 DATE January 15, 2026	N
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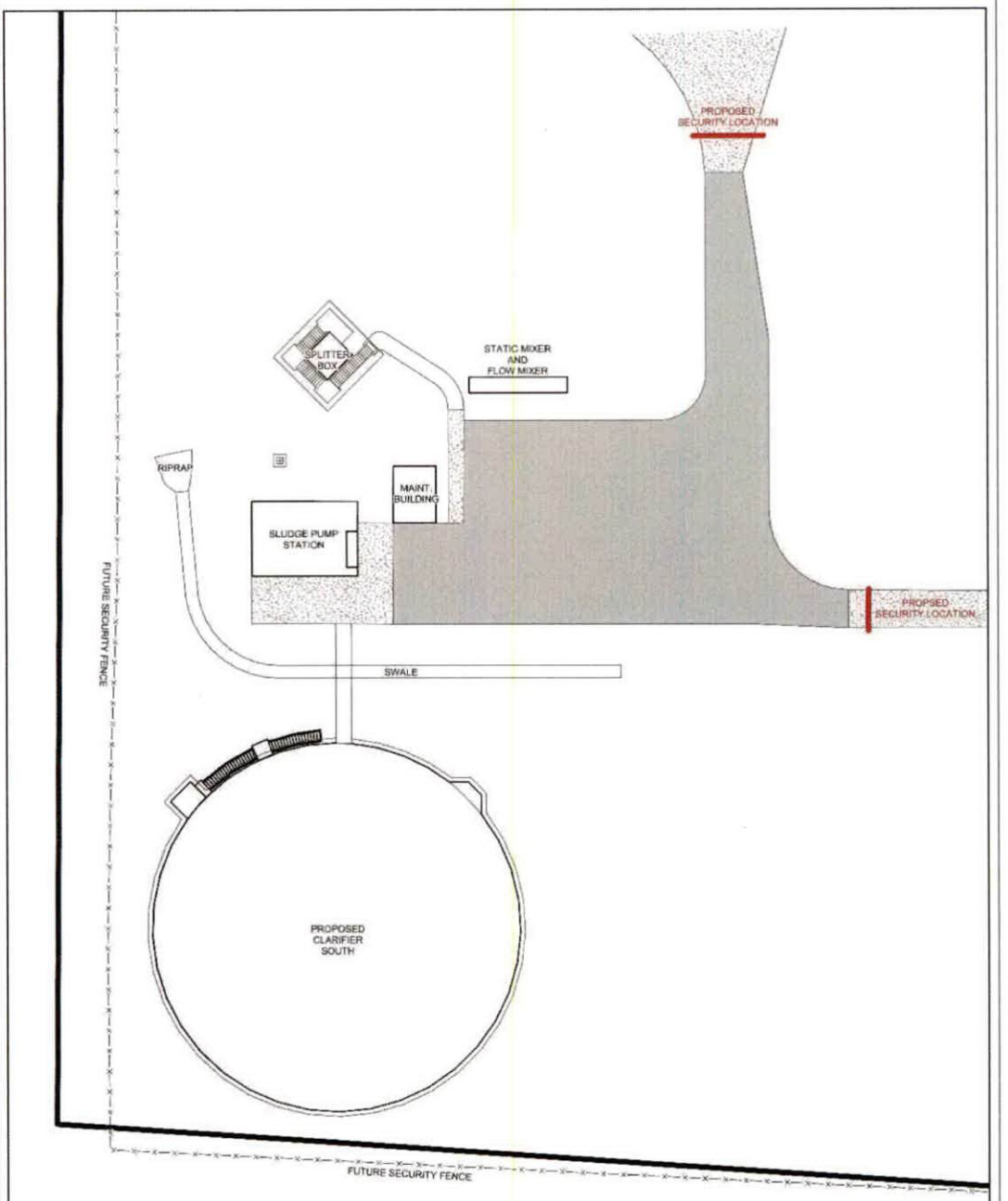
REQUEST PA Modification, PUD Modification	NTS

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

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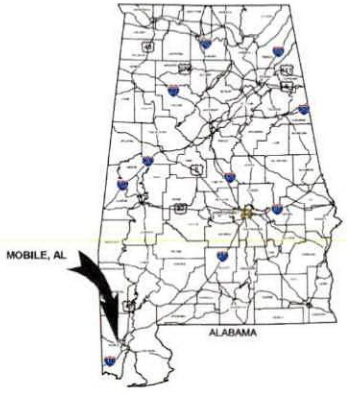
SECRETARY TREASURER
COMMISSIONER

THOMAS ZOGHBY
COMMISSIONER

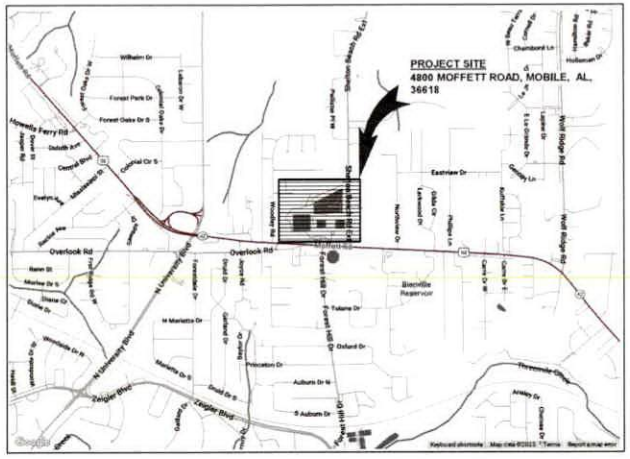
RAYMOND L. BELL JR.
COMMISSIONER

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 26, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPOSES

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

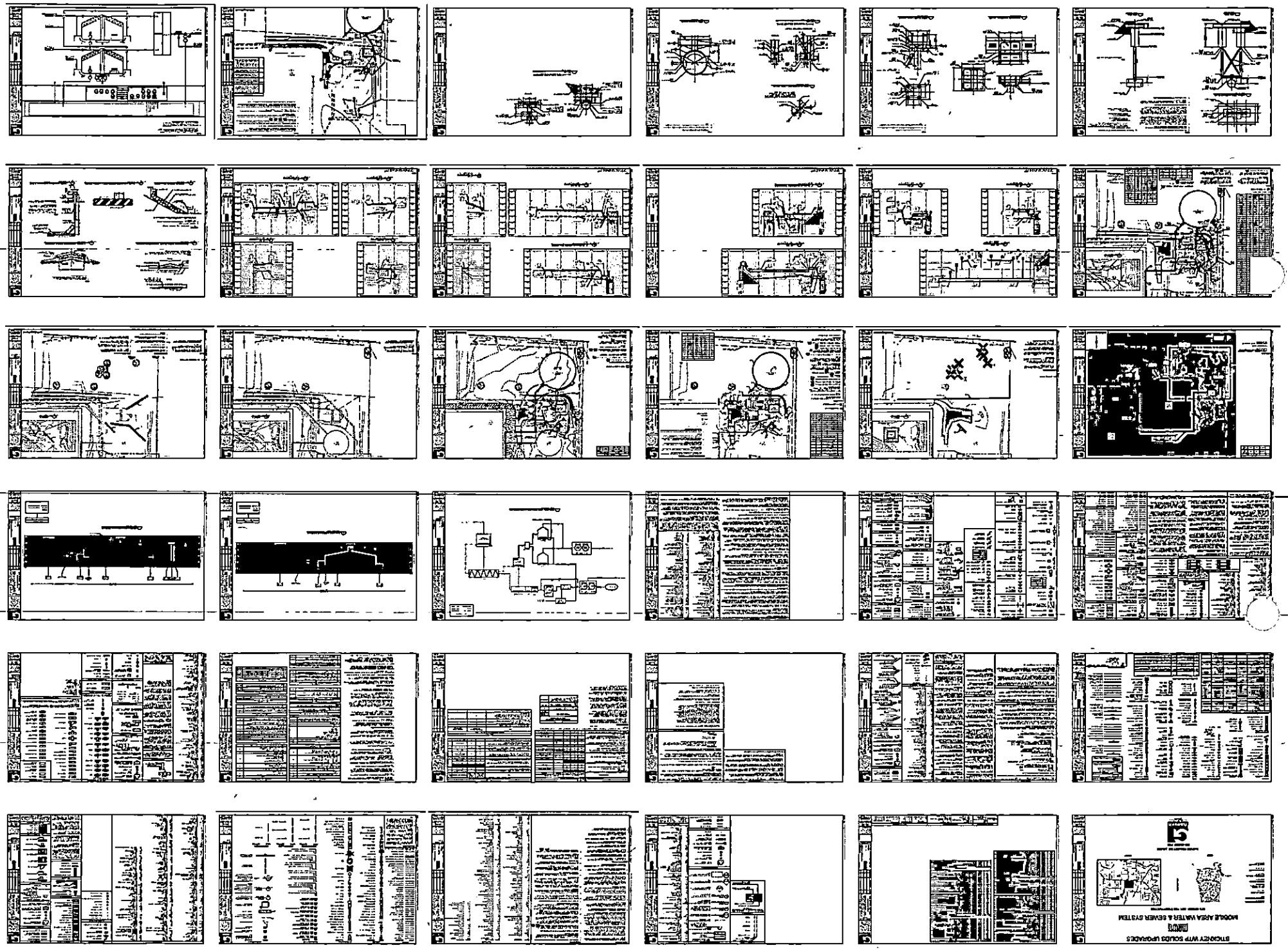
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

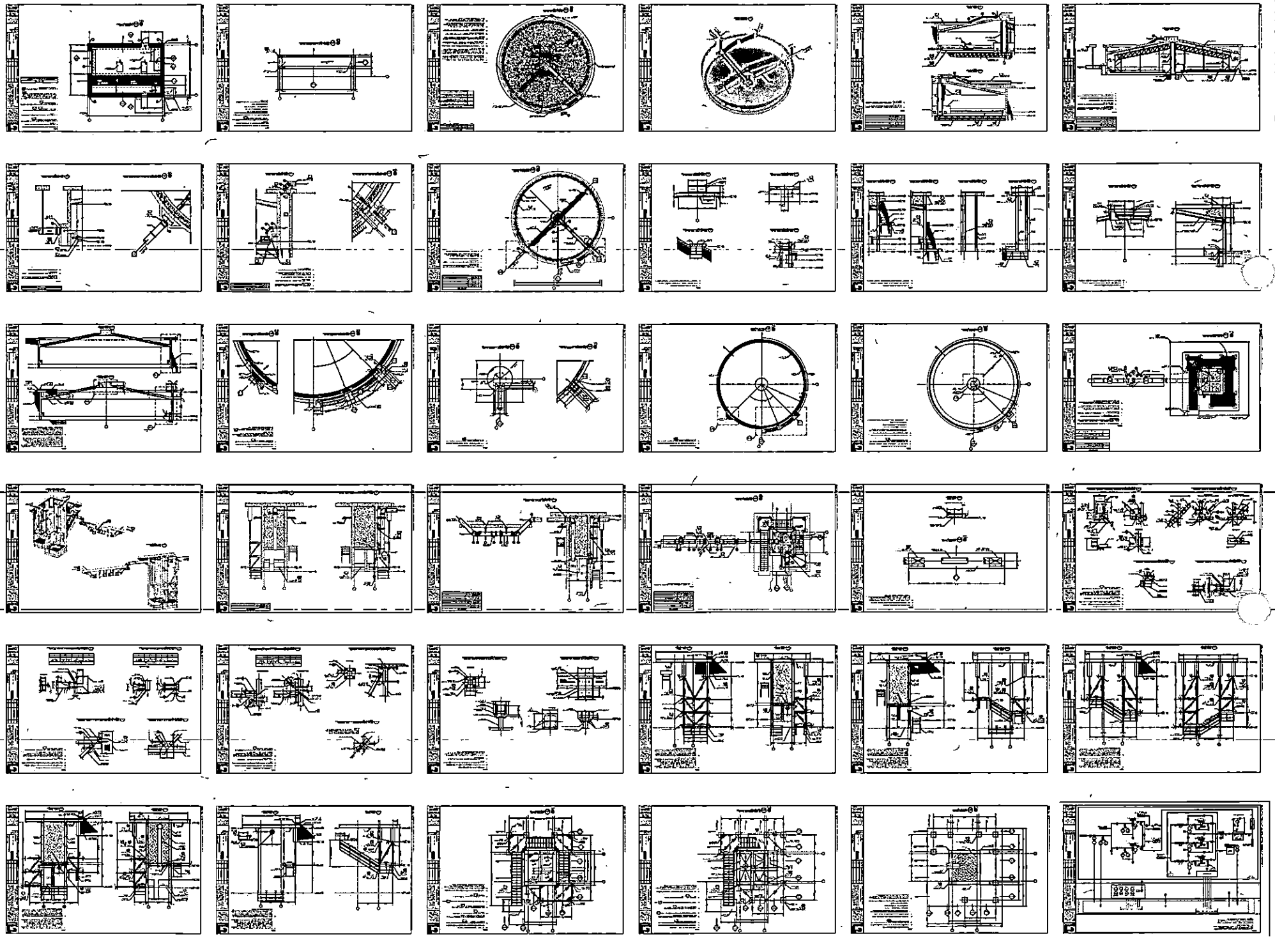
DRAWING NUMBER
01-G001

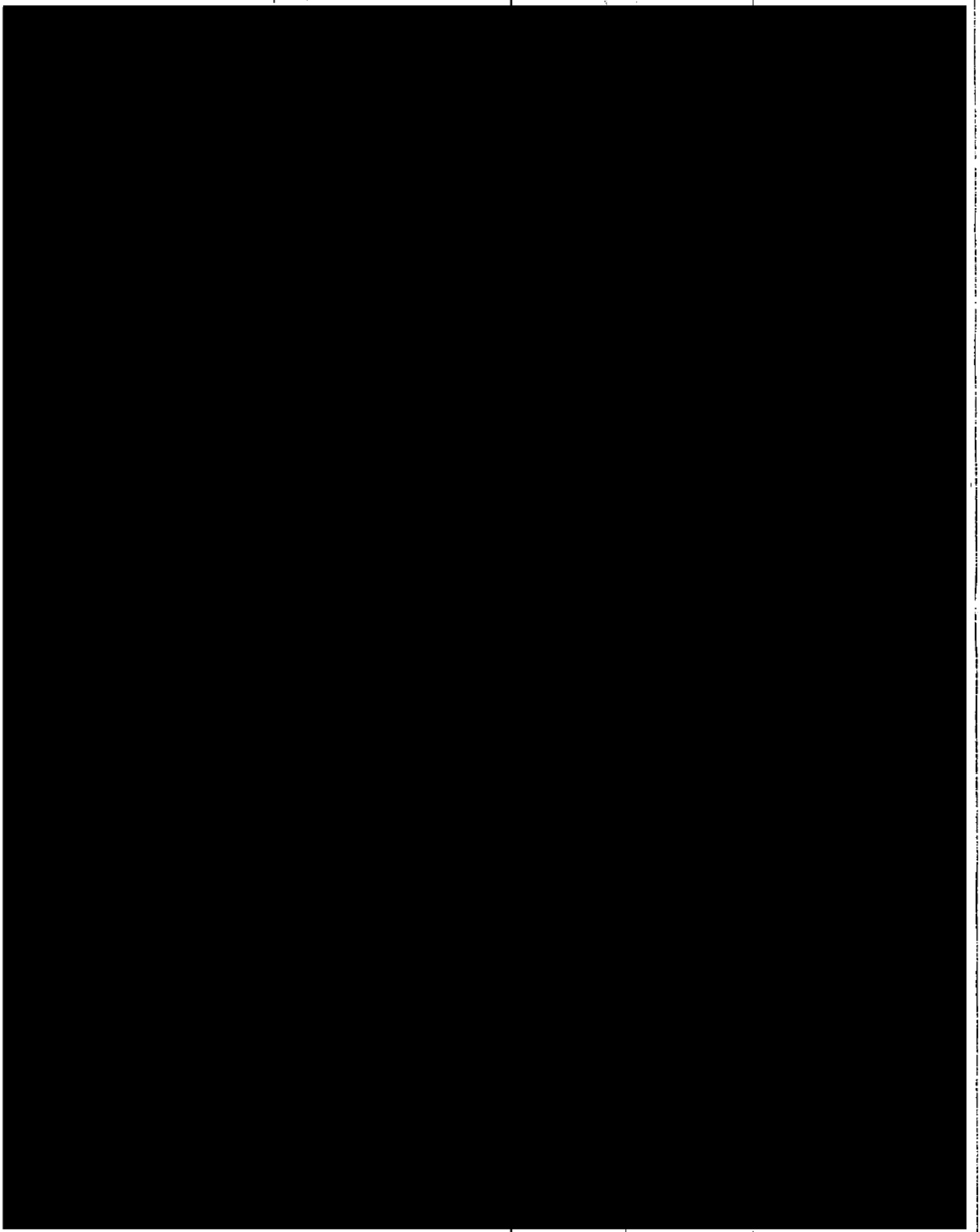
SHEET NUMBER **001**

Revit File: Autodesk Docs://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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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.

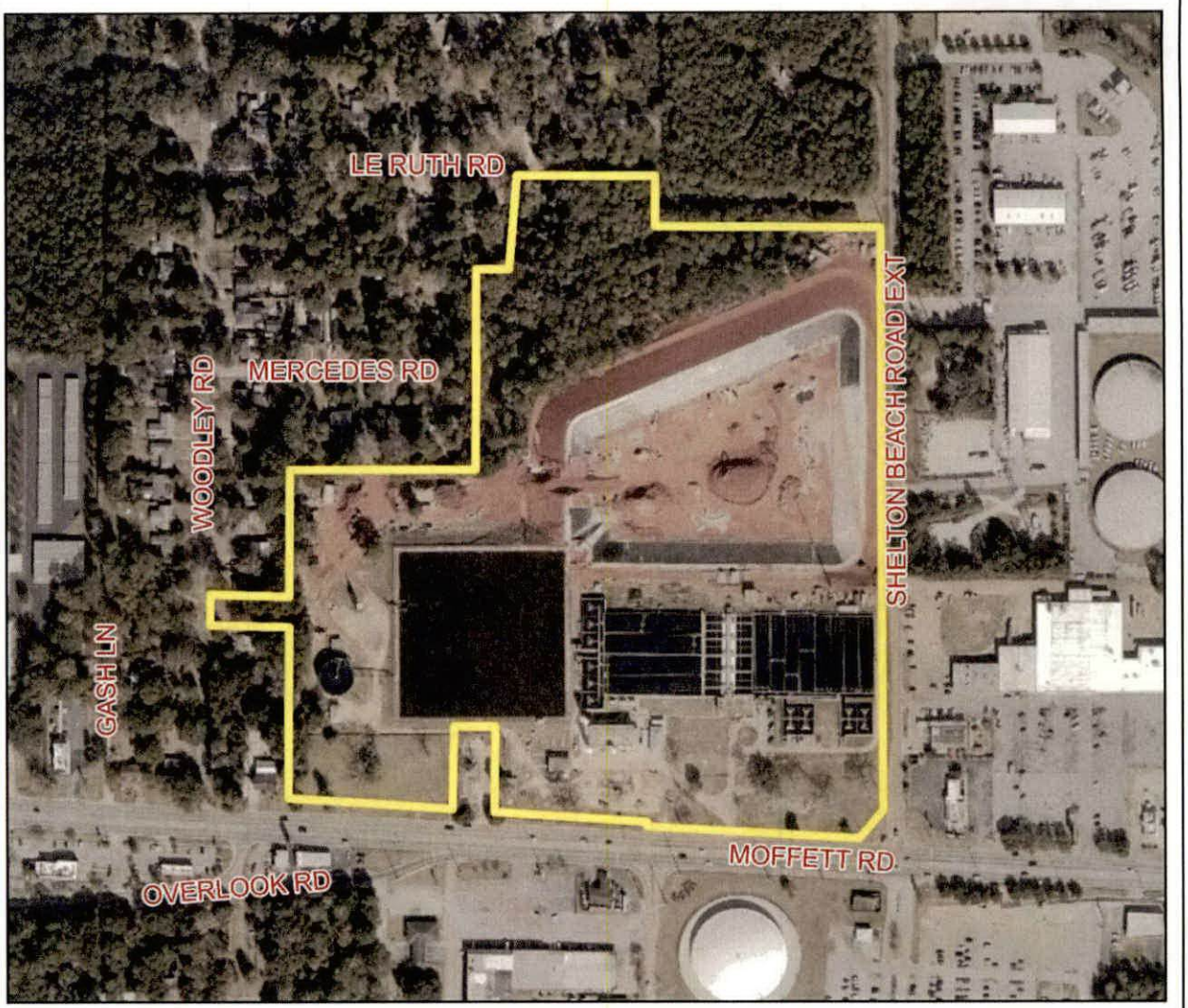
Considerations:

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
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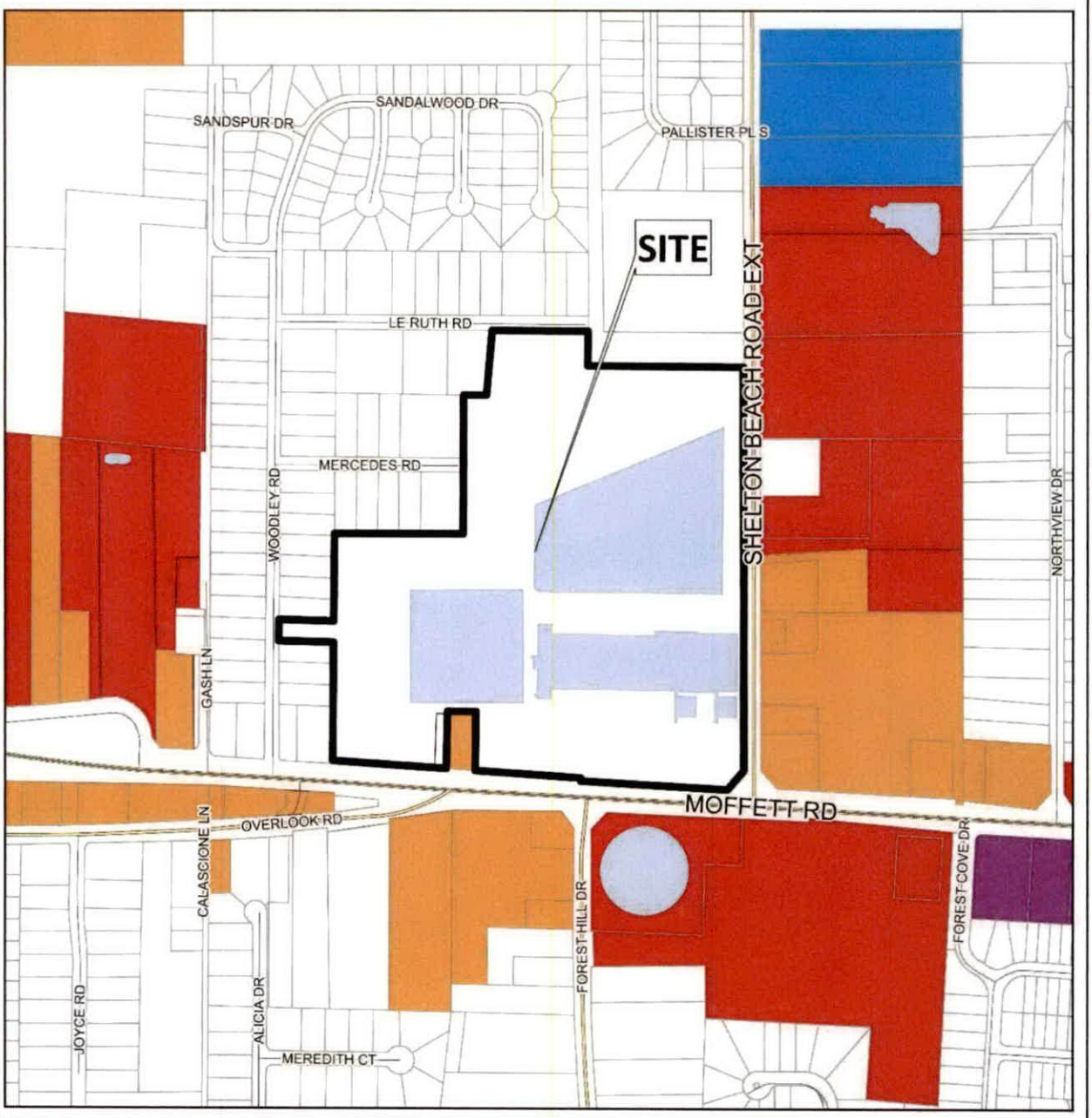
LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE February 19, 2026

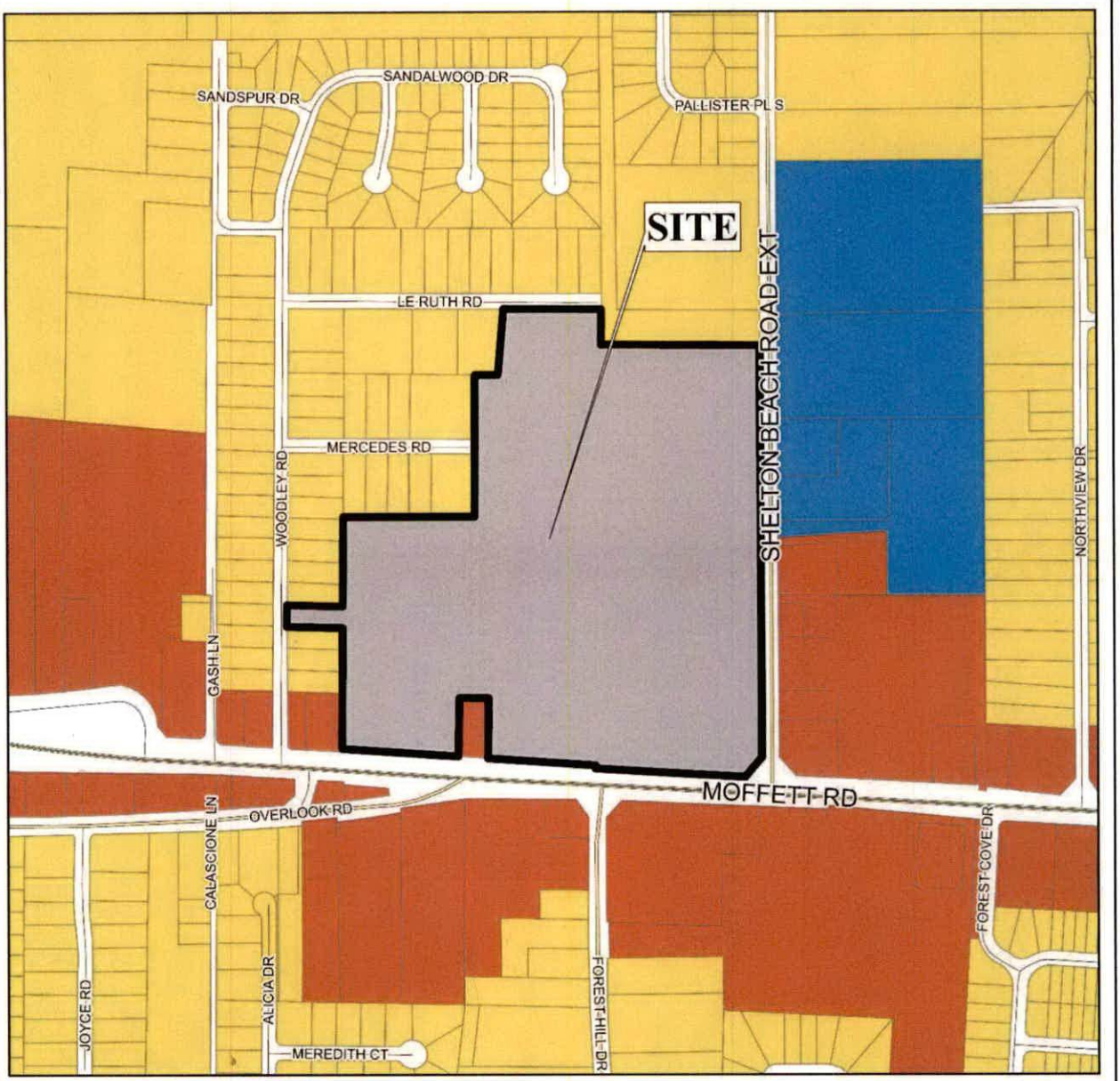
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

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)

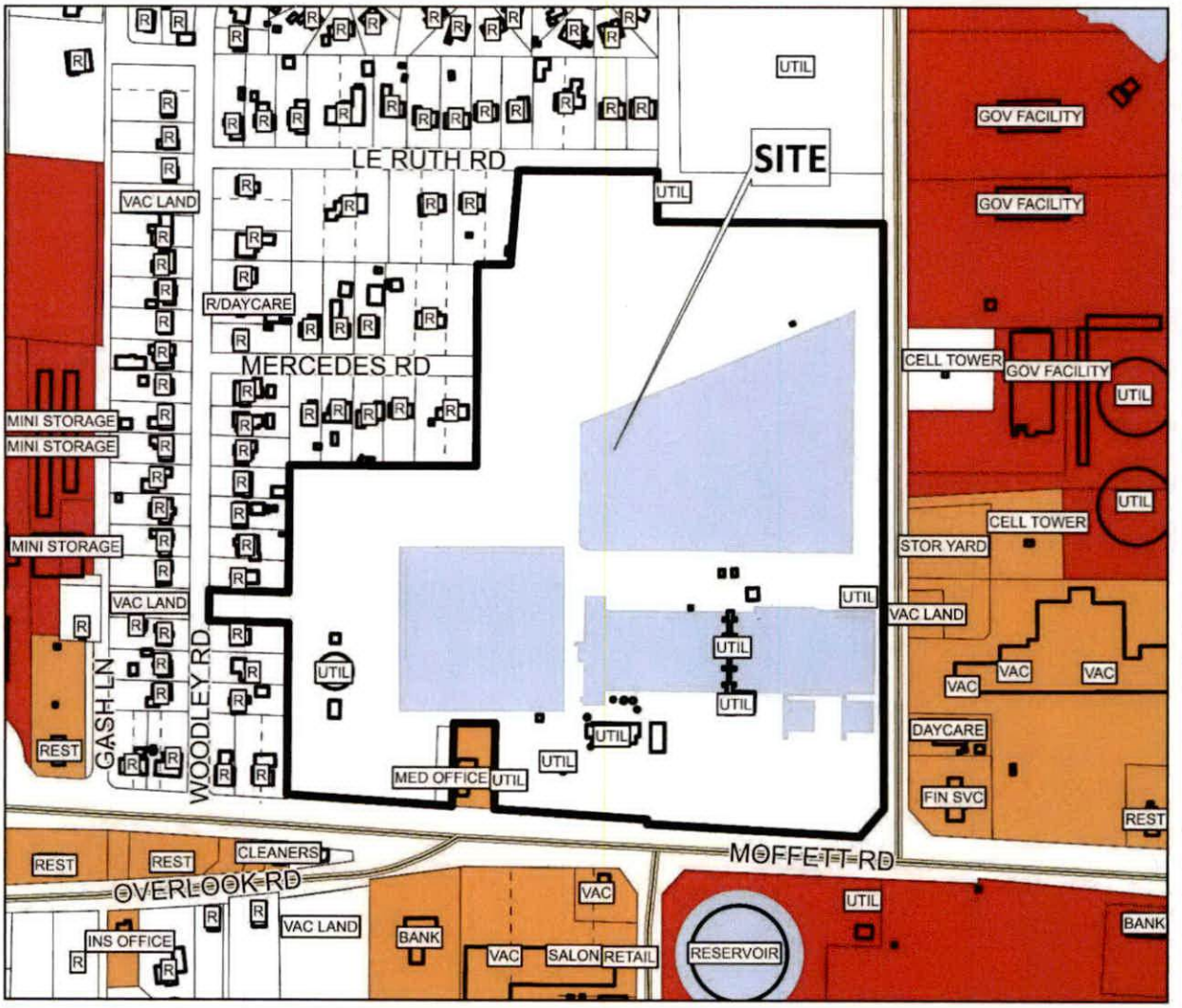
REQUEST PA Modification, PUD Modification

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

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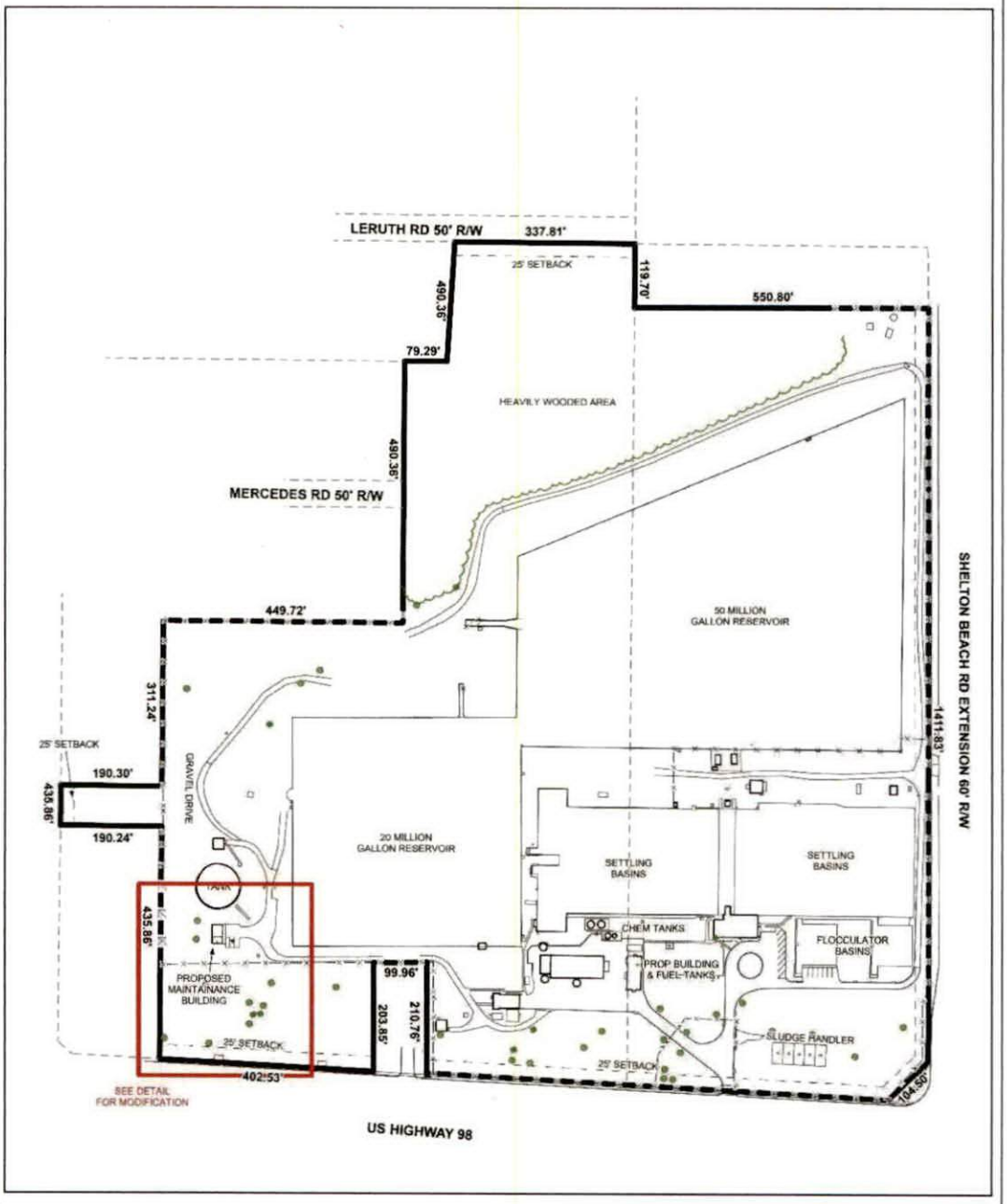
REQUEST PA Modification, PUD Modification

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

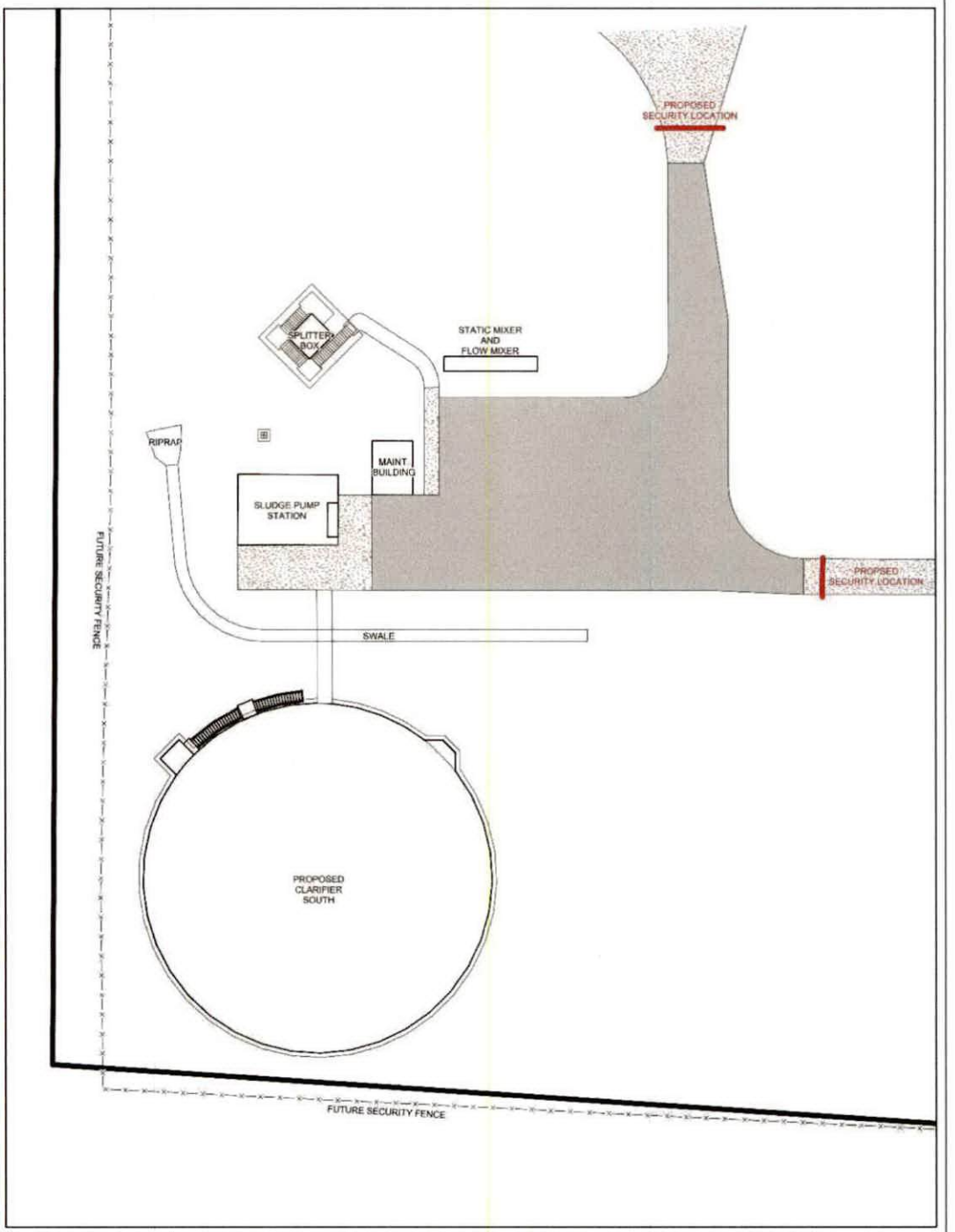
EXISTING SITE PLAN



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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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)	■	U S	U S	U 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**

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.

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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;
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Considerations:

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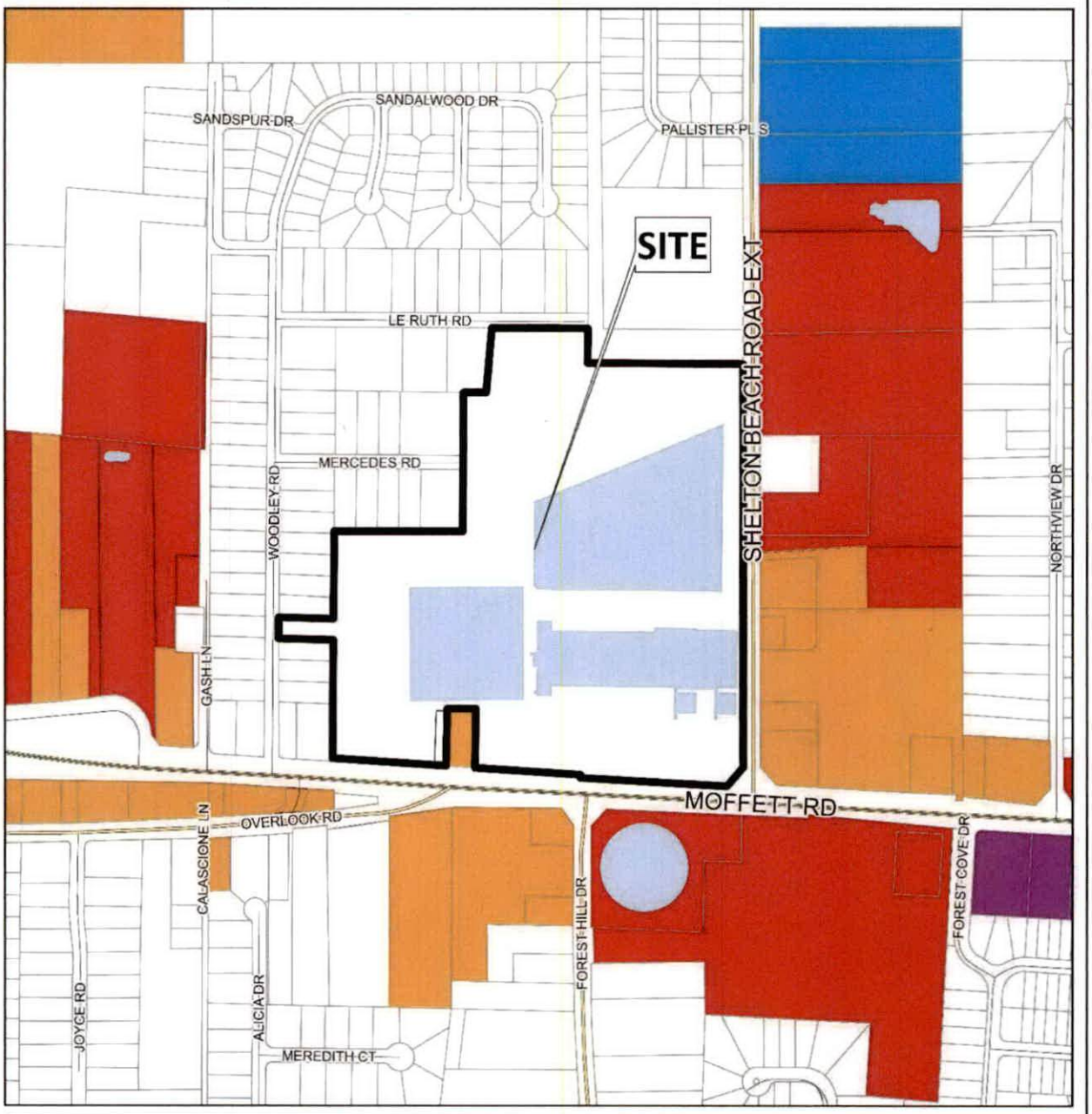
LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE January 15, 2026

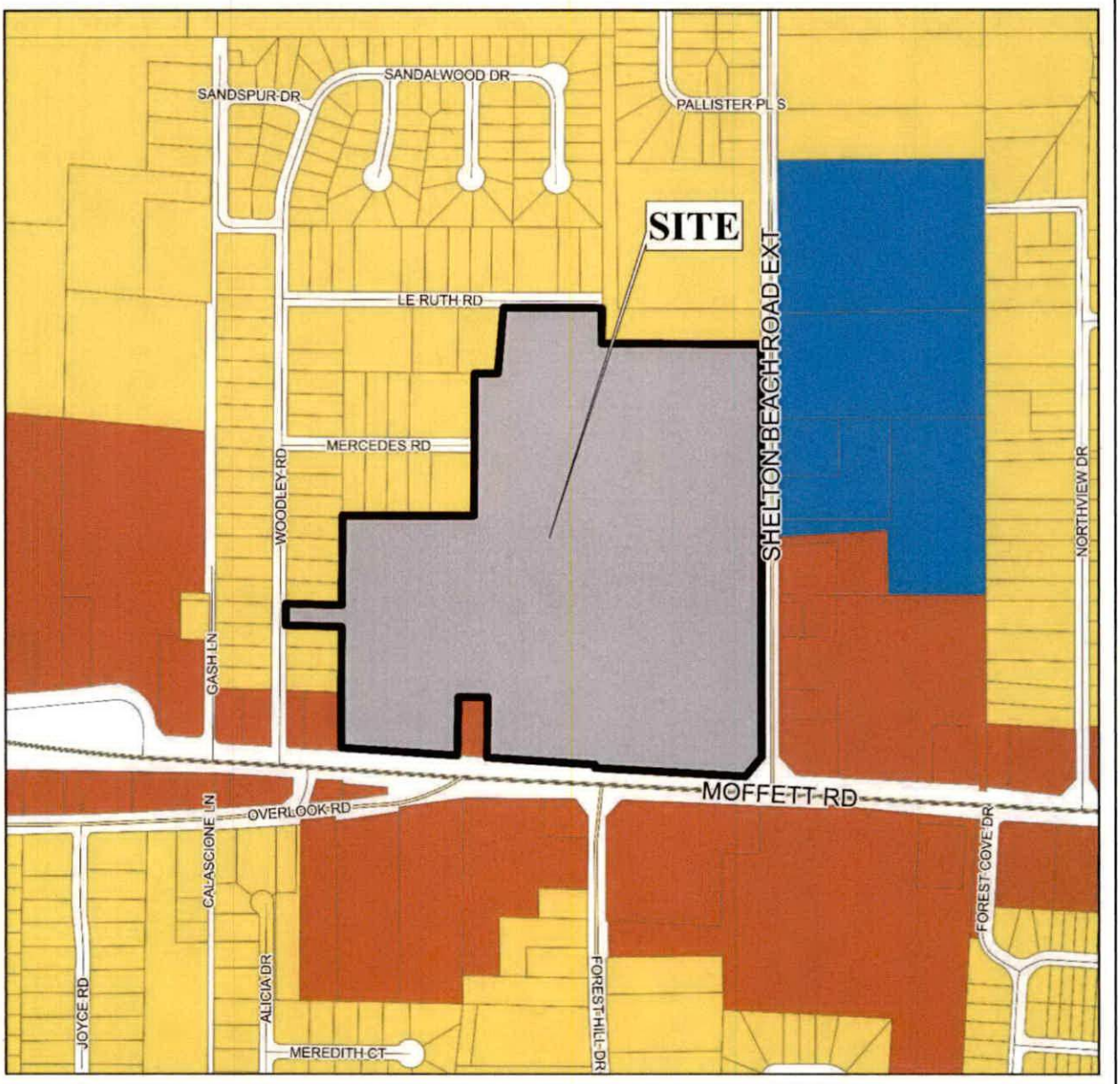
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

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)

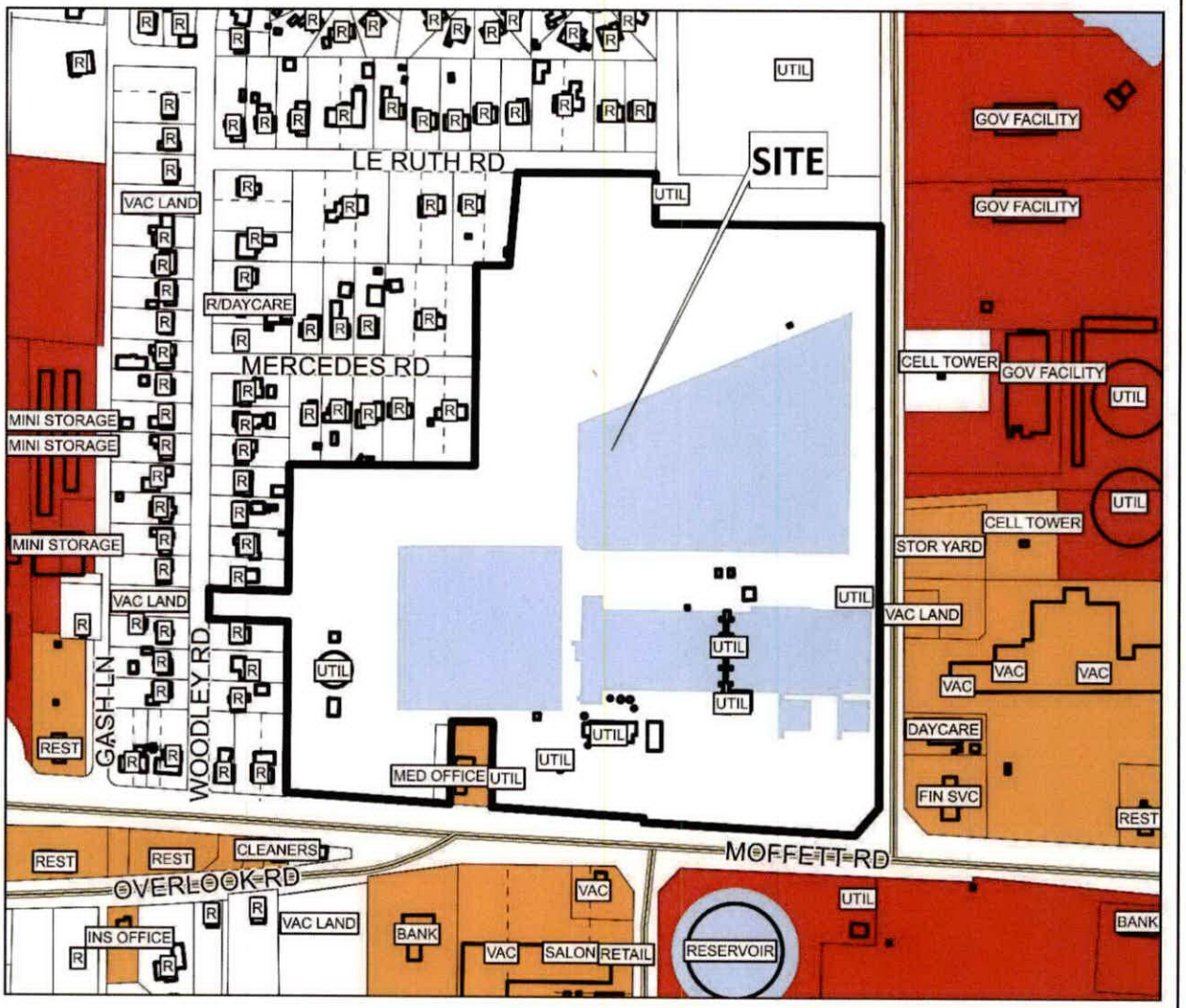
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by 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)

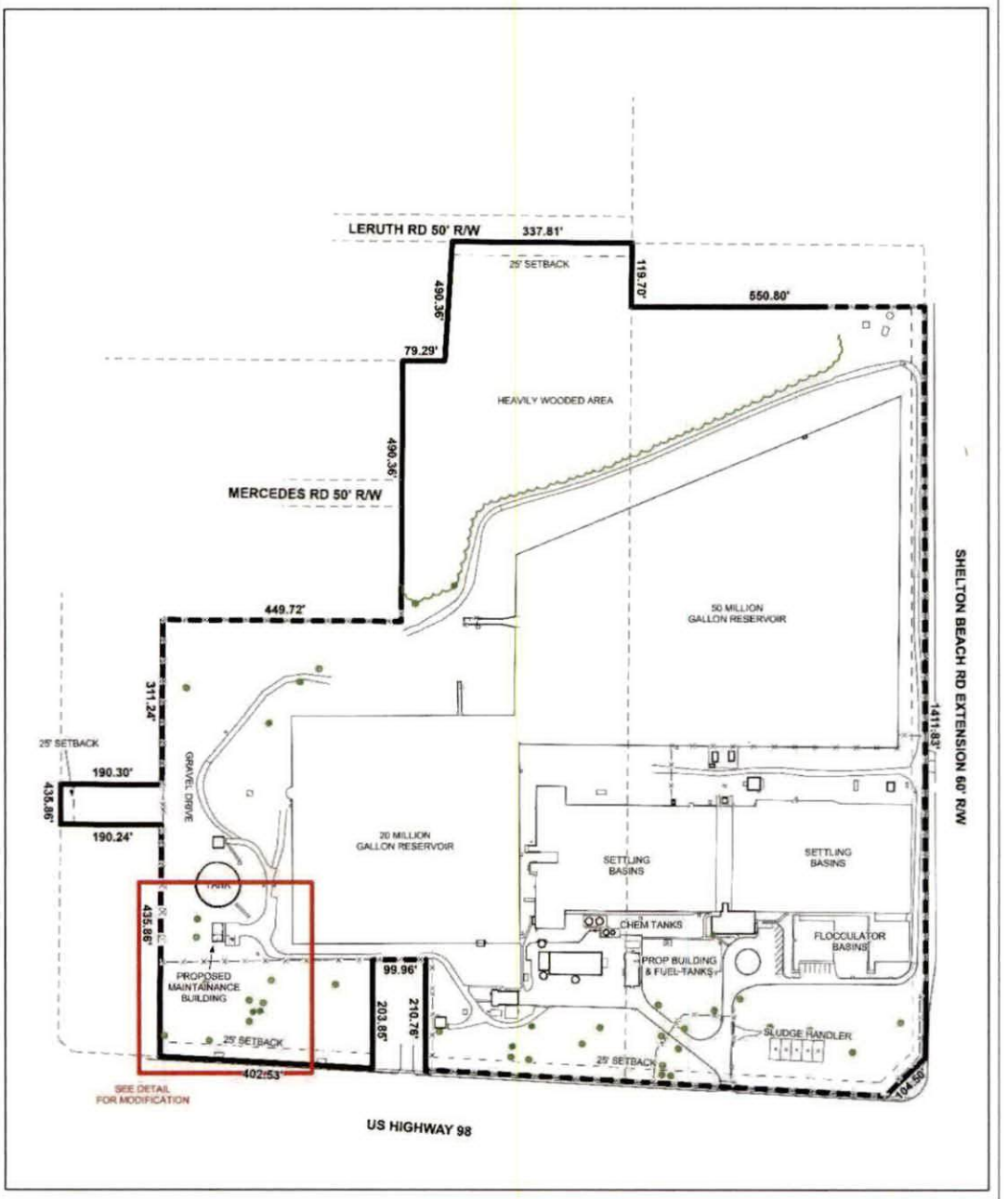
REQUEST PA Modification, PUD Modification

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



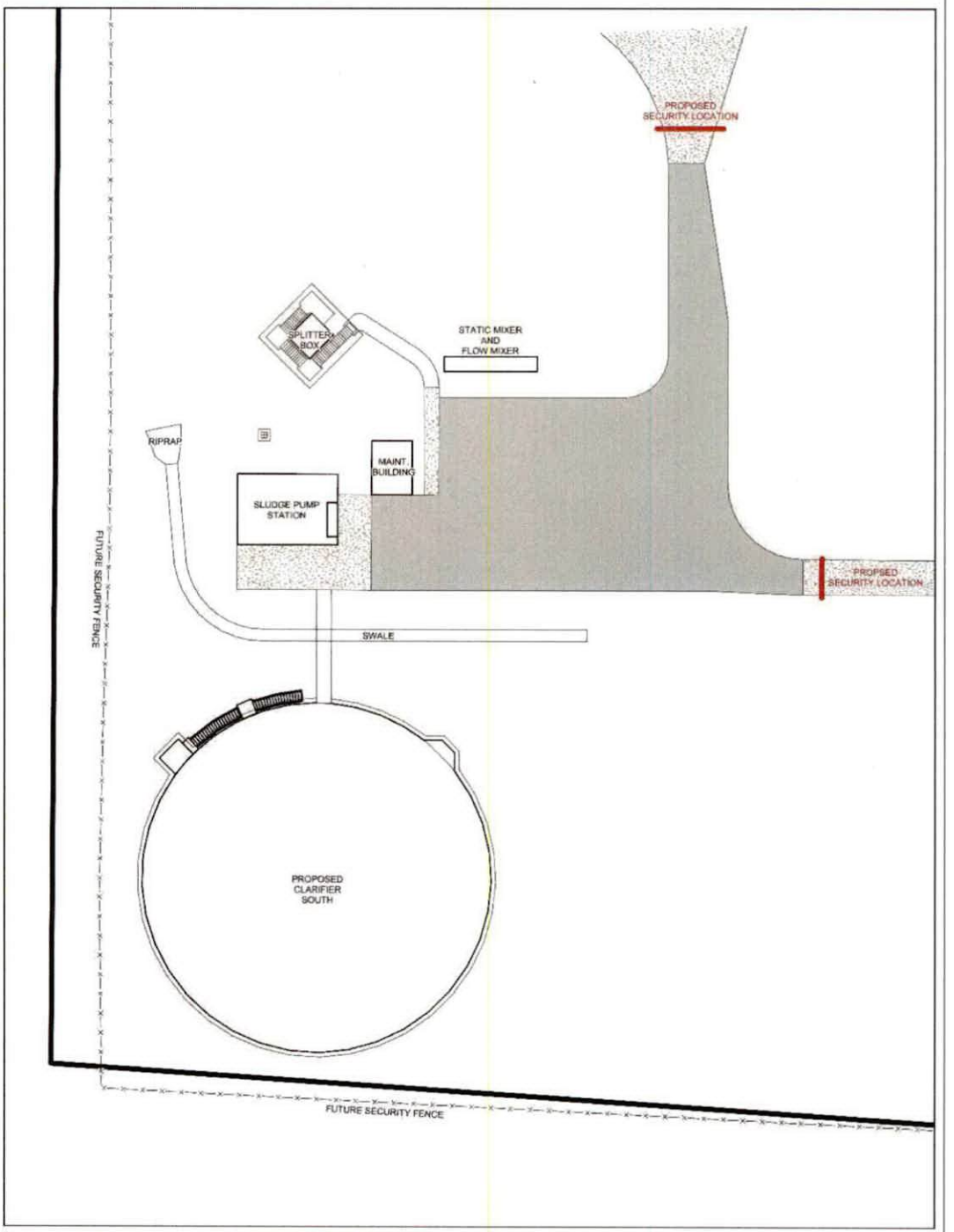
The site plan illustrates existing buildings, drives, landscaping, and setbacks.

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









CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 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:
Lana Pafenbach
Lana Pafenbach

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

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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 3 of 3					
		CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request 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 28, 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:
Lana Pafenbach
Lana Pafenbach

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	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

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			
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 7

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			
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 11

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			
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 13

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			
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.	458654.48	2165568.67
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

***** 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 28, 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:
Lana Pafenbach
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 28, 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:
Lana Pafenbach
Lana Pafenbach

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 28, 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:
Lana Pafenbach
Lana Pafenbach

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**

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

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FEBRUARY

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31						

APRIL

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JULY

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AUGUST

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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.		$ -	$ -			$ -			$ -
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16.		$ -				$ -			$ -
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24.		$ -				$ -			$ -
25.						$ -			$ -
26.						$ -			$ -
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

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
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

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.

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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:

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.

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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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization 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.

Browse Results New Search

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

NON-SUBSTANTIVE

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.

NON-SUBSTANTIVE

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.

NON-SUBSTANTIVE

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.

NON-SUBSTANTIVE

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.

NON-SUBSTANTIVE

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.

NON-SUBSTANTIVE

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.

NON-SUBSTANTIVE

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.

NON-SUBSTANTIVE

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

NON-SUBSTANTIVE

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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

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

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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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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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

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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

§ 3.4 Labor and Materials

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

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

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

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

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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

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

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

(Paragraphs deleted)

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

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

§ 15.3 Mediation

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

(Paragraphs deleted)

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

PAGE 10

~~**§ 1.7 Digital Data Use and Transmission**~~

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

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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

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

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

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

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

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

...

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

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
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§ 3.10.1 The Contractor, ~~promptly~~ **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

...

§ 4.1.1 The ~~Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
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).**
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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

...

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

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

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

...

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

...

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

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~~**§ 11.3 Waivers of Subrogation**~~

~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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~~§11.5 Adjustment and Settlement of Insured Loss~~

~~§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

...

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

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~~§ 13.5 Interest~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
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§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
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§ 15.2.2 The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

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

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

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation~~

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~~within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

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

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

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

~~**§ 15.4 Arbitration**~~

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

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

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

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

~~**§ 15.4.4 Consolidation or Joinder**~~

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

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

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

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

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:05:40 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: 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

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ELECTRICAL	
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E2.0	ELECTRICAL EXISTING POWER PLAN
E2.1	ELECTRICAL NEW WORK POWER PLAN
E3.0	ELECTRICAL DETAILS

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MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
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PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER
3/5/2025
NOT VALID UNLESS SIGNED

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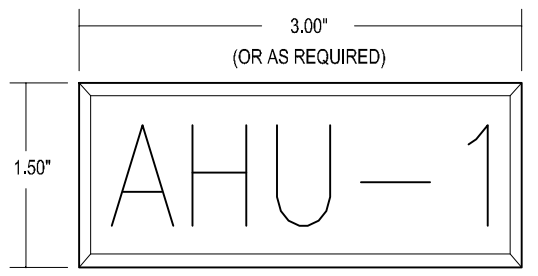
SHEET TITLE:
TITLE SHEET, DRAWING INDEX, & LOCATION MAPS

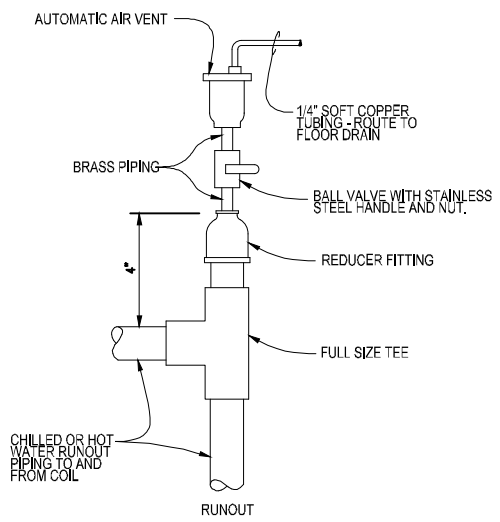
SHEET NUMBER:
T1.0

SHEET SIZE 36"x24"

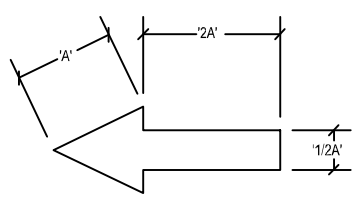


ENGRAVED PLASTIC TAG WITH 1" HIGH WHITE LETTERS ON BLACK BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT, WATERPROOF DOUBLE SIDED TAG TAPE AT VISIBLE LOCATION ON MECHANICAL EQUIPMENT. LABEL ALL INDOOR AND OUTDOOR UNITS WITH NOTATION SHOWN ON PLANS.

1 TYPICAL ENGRAVED TAG DETAIL
NOT TO SCALE

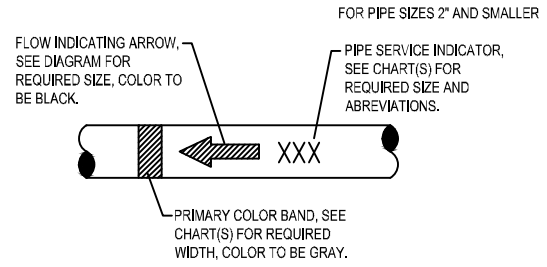


2 TYPICAL AUTOMATIC AIR VENT DETAIL
NOT TO SCALE



'A' = APPROXIMATELY 3/4 OF OUTSIDE DIAMETER OF PIPE OR COVERING (6"MAX).

FOR PIPE SIZES 2" AND SMALLER



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"

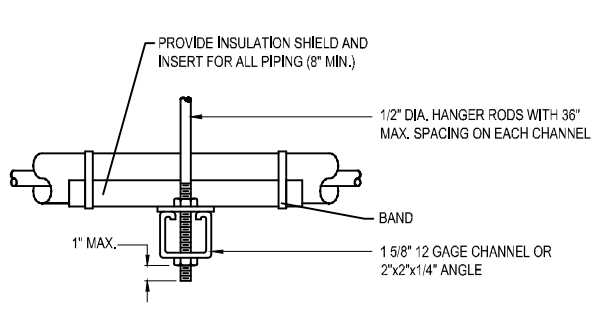
PIPE SERVICE ABREVIATIONS	
PIPE SERVICE	ABREVIATION
CHILLED WATER SUPPLY / RETURN	CHS / CHR

NOTES
1. LOCATE BANDS ADJACENT TO ALL OPERATING ACCESSORIES (VALVES, STRAINERS, PUMPS, ETC) AND WHERE PIPE PASSES THROUGH WALLS.

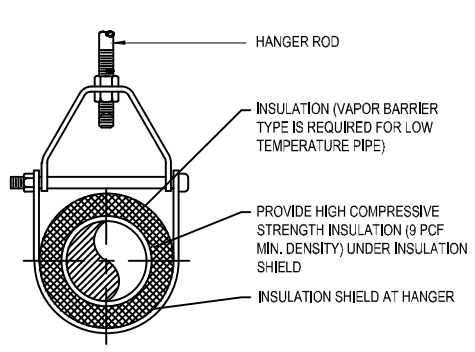
ALTERNATE IDENTIFICATION MARKERS
AT CONTRACTOR'S OPTION SELF-ADHESIVE PIPE IDENTIFICATION MARKERS AND FLOW DIRECTION INDICATORS SHALL BE PERMISSIBLE IN LIEU OF PAINT-APPLIED MARKERS, CONTRACTOR SHALL SUBMIT SAMPLES OF ADHESIVE LABELS TO BE USED TO ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

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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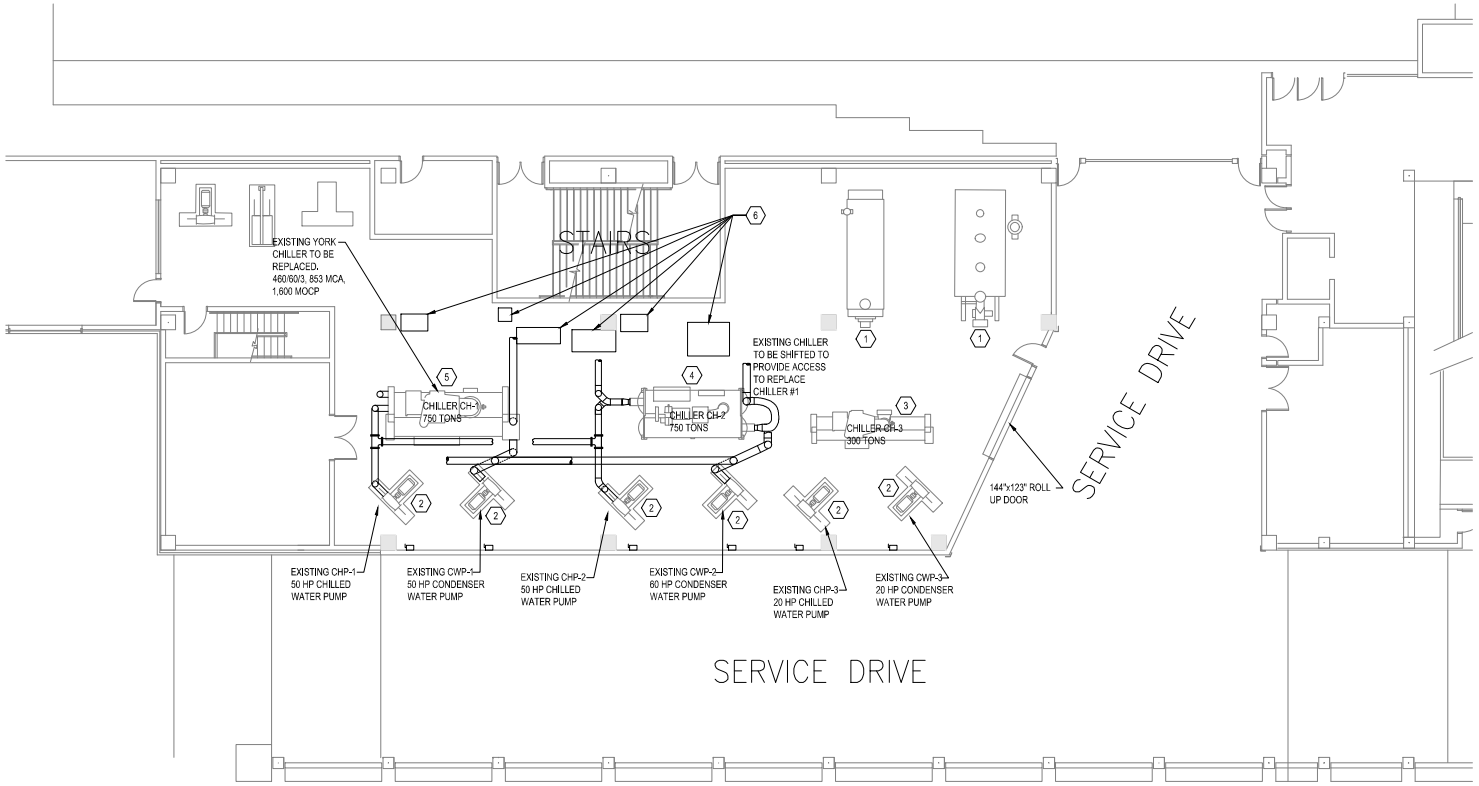
SHEET TITLE:
MECHANICAL NOTES & AND DETAILS

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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3/5/2025
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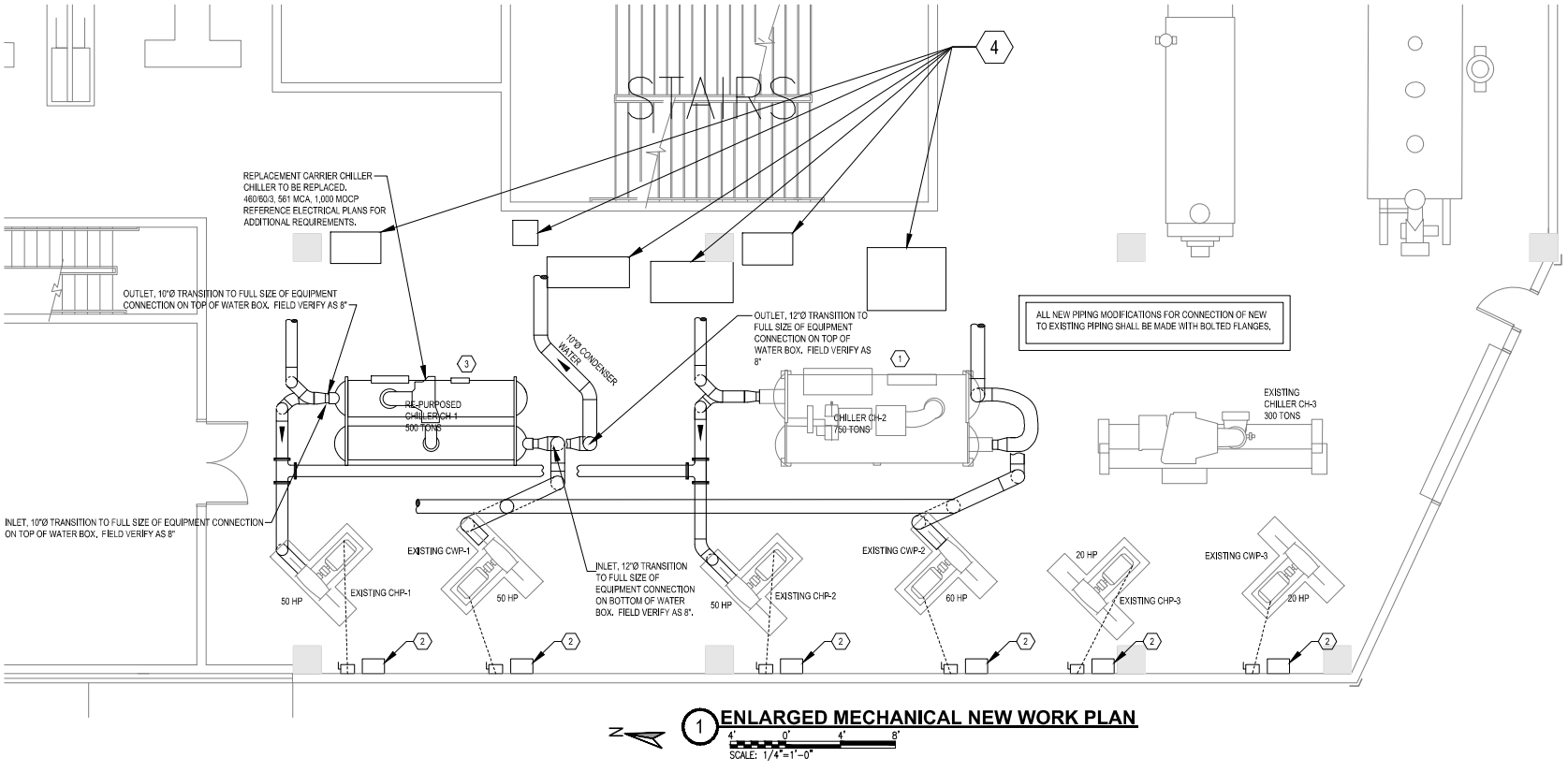
SHEET TITLE:
OVERALL EXISTING MECHANICAL PLAN

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

SCALE: 1/4"=1'-0"

SHEET SIZE 36"x24"

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: OA-3777 E
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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
3/5/2025
NOT VALID UNLESS SIGNED

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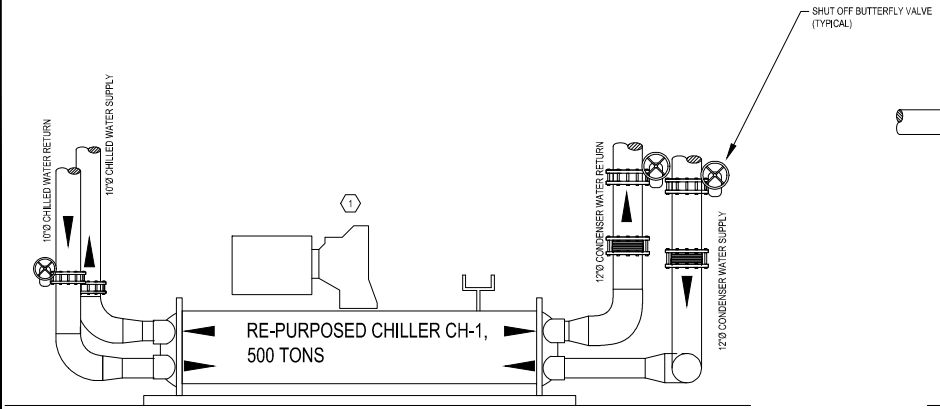
SHEET TITLE:
ENLARGED MECHANICAL NEW WORK PLAN

SHEET NUMBER:
M3.0

SHEET NOTES

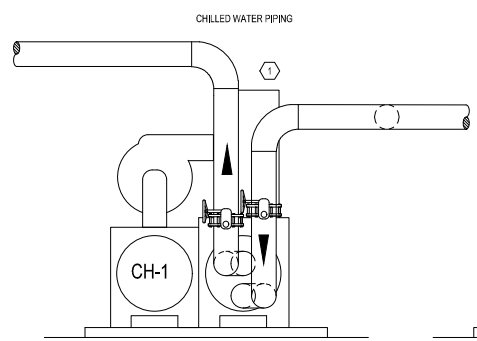
1. THE RE-PURPOSED 500 TON CHILLER IS REPLACING THE EXISTING 750 TON CHILLER. THE RE-PURPOSED CHILLER BEING INSTALLED IS A 500 TON CHILLER AND WILL NOT MATCH THE EXISTING PIPING CONNECTIONS EXACTLY, BUT THE CONNECTIONS ARE SIMILAR WITH RESPECT TO THE CONFIGURATION ON THE CHILLER. THE CONTRACTOR SHALL 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.



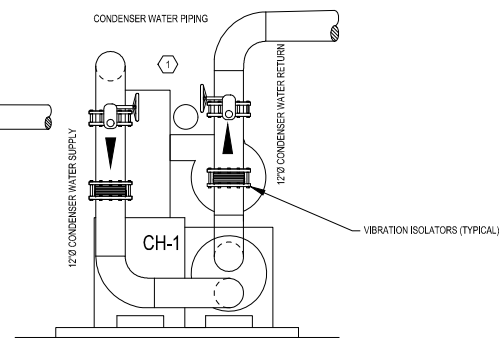
1 **CHILLER CH-1, ELEVATION PIPING PLAN**

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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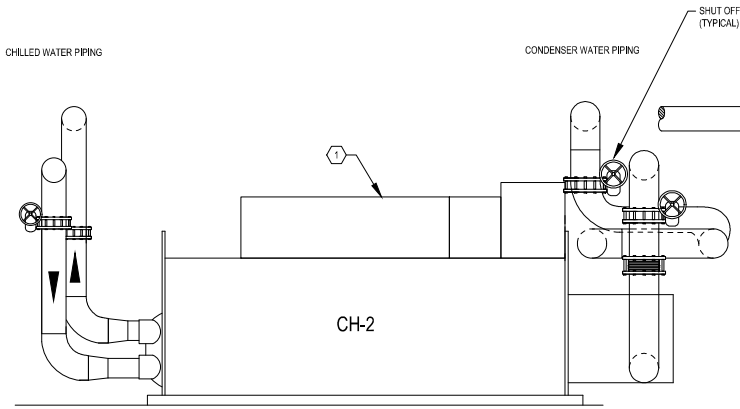
SHEET TITLE:
MECHANICAL PIPING ELEVATION AND DETAIL FOR CH-1

SHEET NUMBER:
M4.0

SHEET NOTES

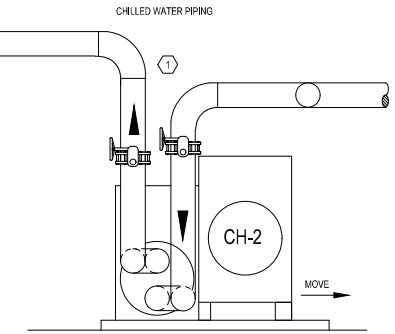
1. EXISTING CHILLER, CH-2, TO BE MOVED TO ACCOMMODATE THE INSTALLATION OF CHILLER, CH-1. CONTRACTOR SHALL ISOLATE THE CHILLED WATER AND CONDENSER WATER PIPING AS WELL AS THE MAKE-UP WATER PIPING. DISCONNECT THE PIPING AS NECESSARY TO ALLOW FOR THE LATERAL MOVEMENT OF THE CHILLER 18"-24". THE EXISTING 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.



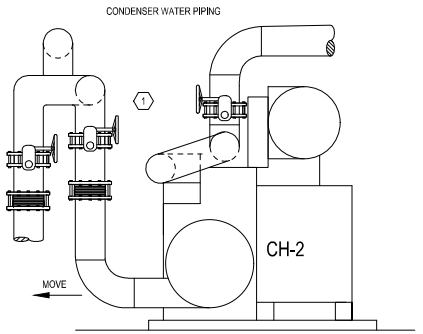
1 **CHILLER CH-2, ELEVATION PIPING PLAN**

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)
- 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)
- 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

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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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Consulting & Design
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ALABAMA LICENSED No. 50660 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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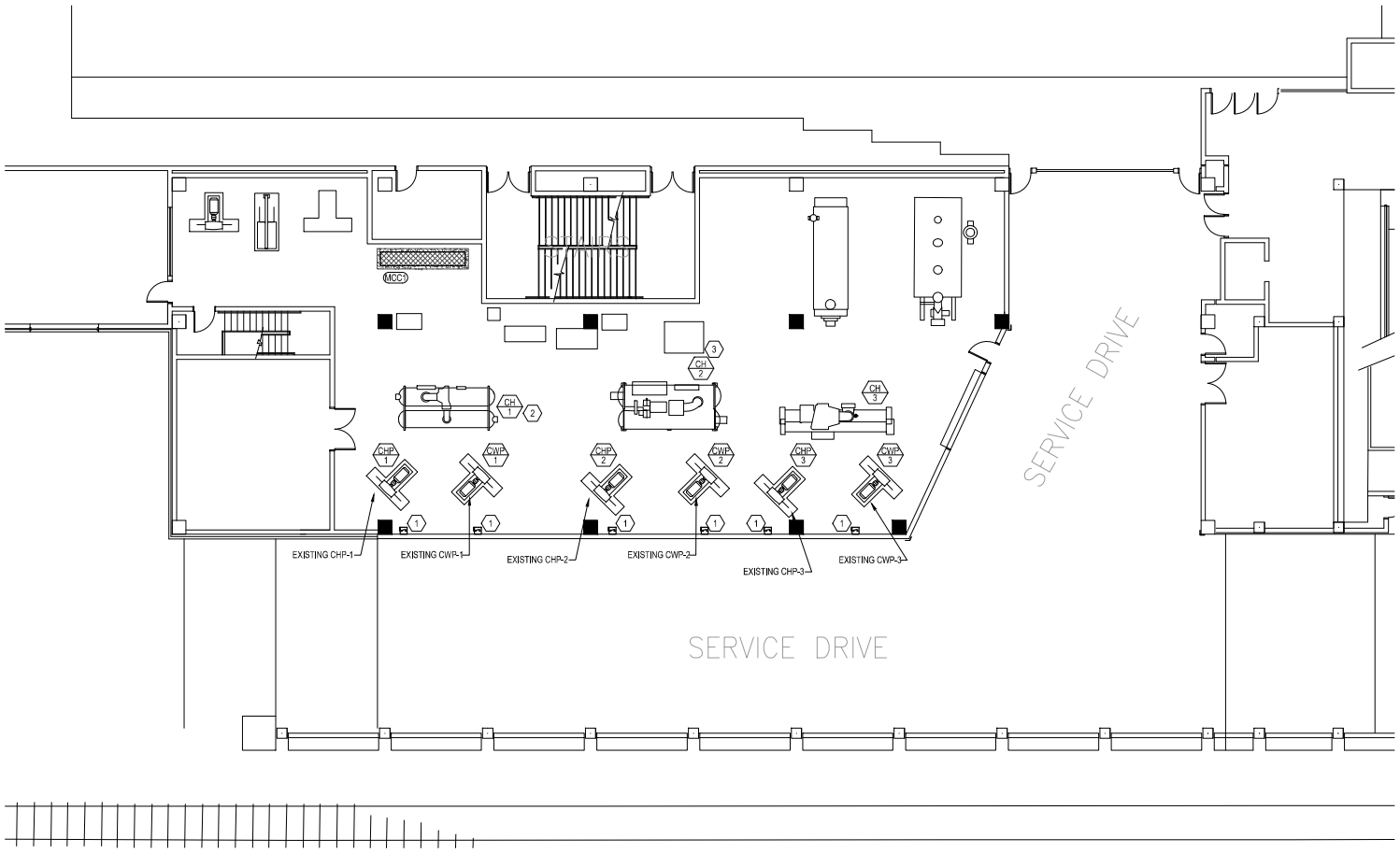

N

1 EXISTING POWER PLAN

0' 8' 16' 24'
SCALE: 1/8" = 1' - 0"

SHEET SIZE 36"x24"

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 St. Joseph Street
Suite 1100
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smithmeng.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 No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

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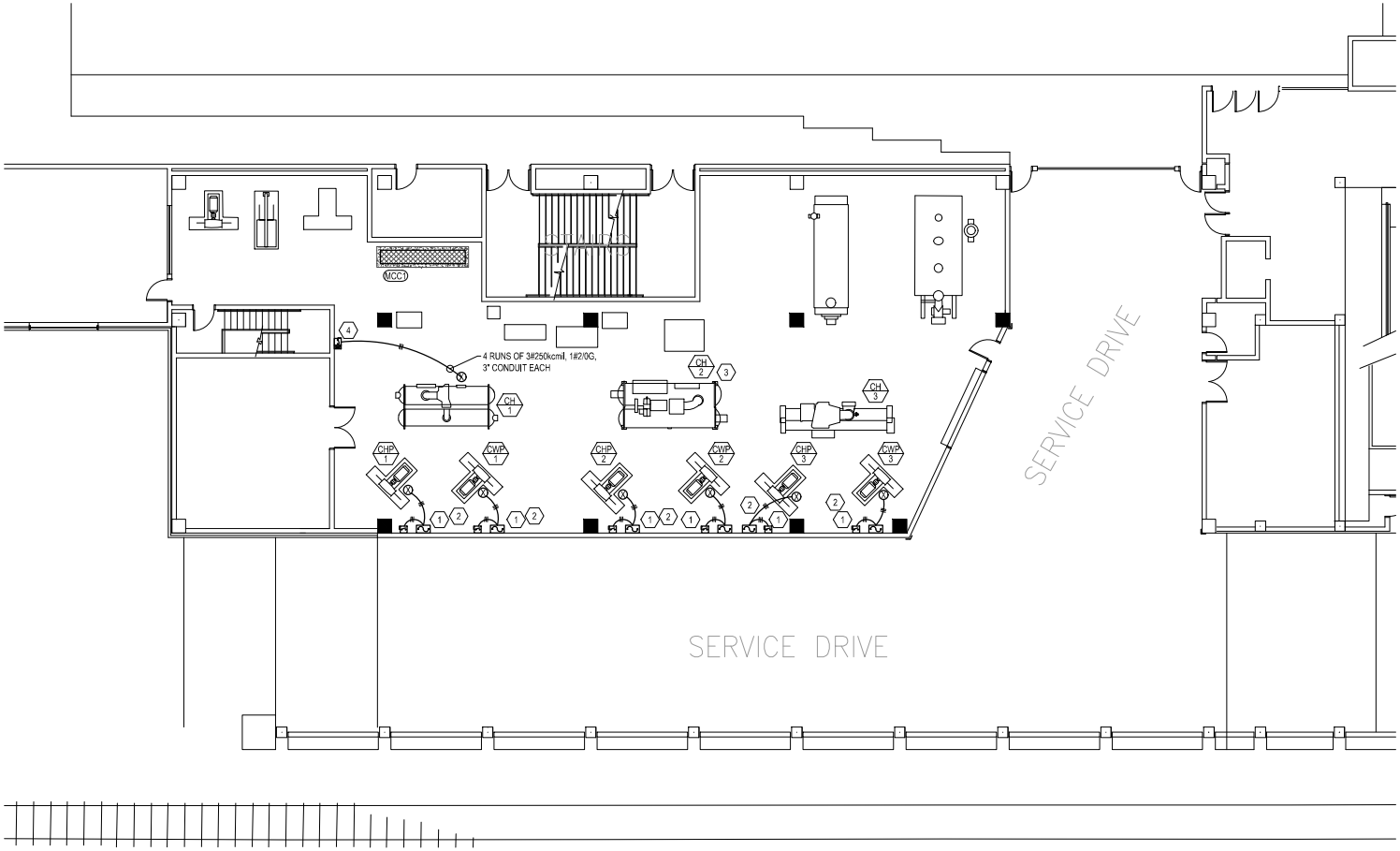
SHEET TITLE:
ELECTRICAL EXISTING POWER PLAN

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).

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
JaguarEngineers@Yahoo.Com



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

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

Any standard heading is acceptable

SECTION: 23 XX XX / Section Name

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. 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. 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

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

Any standard heading is acceptable

SECTION: 23 XX XX / Section Name

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 28, 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
5. Animal Shelter contract

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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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User Notes:
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] 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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User Notes: (69d3e349ee58e45d99f32b0a)

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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User Notes:
(69d3e349ee58e45d99f32b0a)

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

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

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

Company ID Number: 352599

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.

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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	

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.

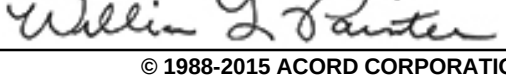
CERTIFICATE HOLDER

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:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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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00 4300 List of Subcontractors

00 4400 City of Mobile – Subcontractor & Major Supplier Plan

00 5000 Standard Form of Agreement Between Owner & Contractor
AIA Document A101 – 2017 (City of Mobile Revisions)

00 6000 Bonds, Certificates, and Affidavits
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DIVISION 02 through DIVISION 11 and DICISION 13 through DIVISION 16 specifications are included in drawings sheets

DIVISION 12 EQUIPMENT SCHEDULE - DATA SHEETS

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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User Notes: (1364603258)

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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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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DRAFT

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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	...TIONS	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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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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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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10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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 cor itions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by d ela y authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Cont ractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasona le time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Arti cle 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, i s th e total amo nt payable by the Owner to the Contractor for performance of the Work under the Contract Doc uments.

§ 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.

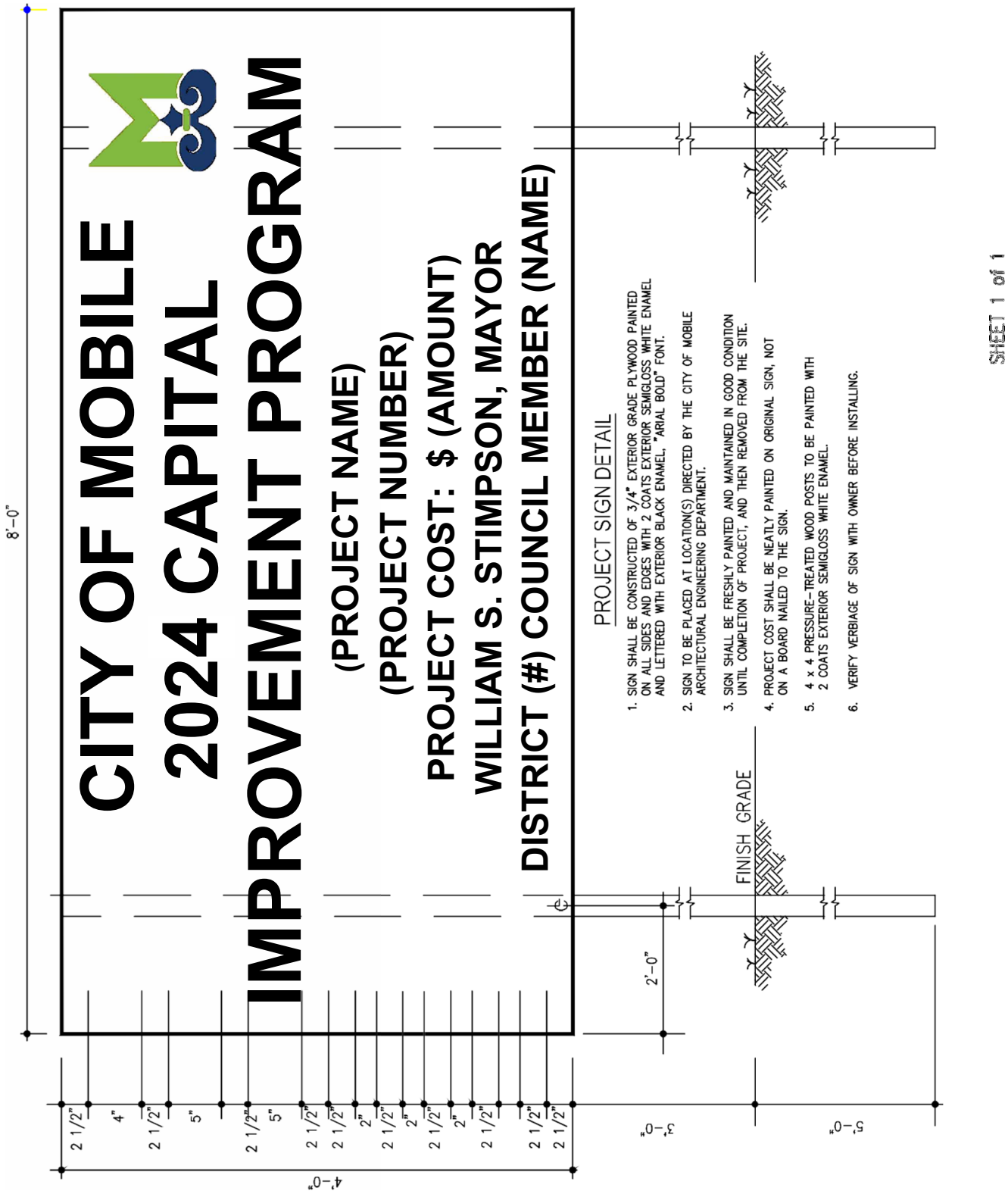
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

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.

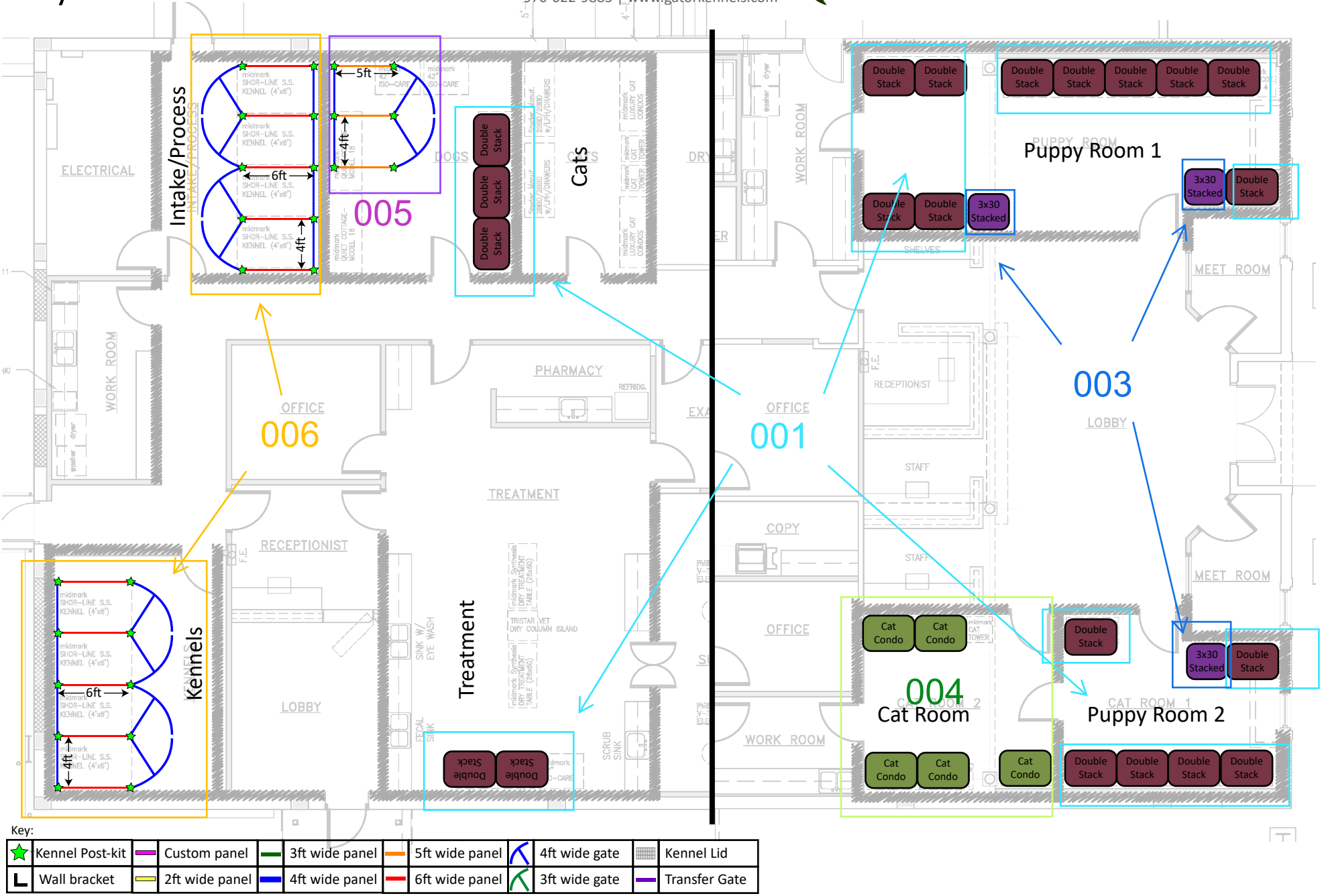
Follow the link below to pay by credit-card and get your project started.
If you wish to pay by check, please contact us so we can get your project in the schedule.
If you are paying via wire transfer - be sure to have your banker call us at (970) 622-9885 for the account information.

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

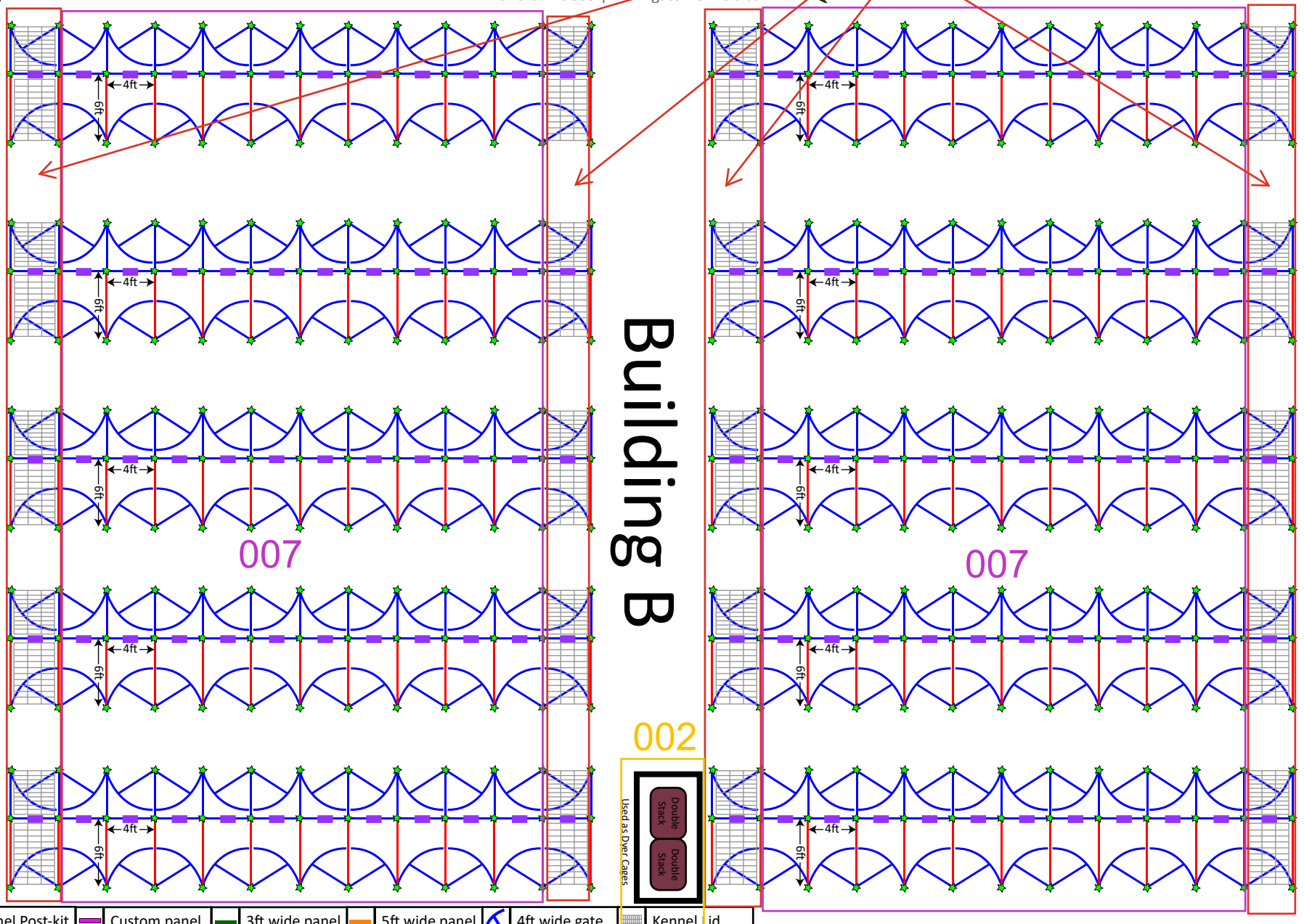
Robert Bryant

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

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.

GATOR KENNELS

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

3 YEAR WARRANTY Made In U.S.A.!!

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

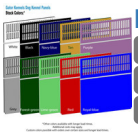
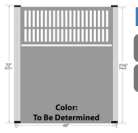
The nominal properties reported herein are typical of the product but do not reflect normal testing variance and therefore should not be used for specific purposes.

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

001 - 008

	**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

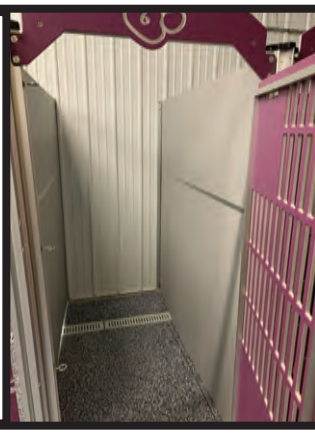




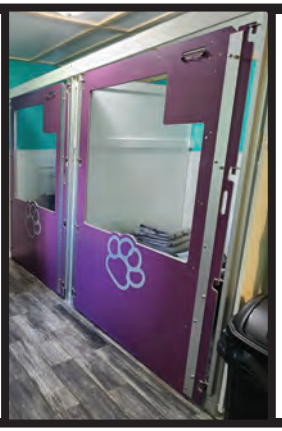
Freestanding Kennels

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.

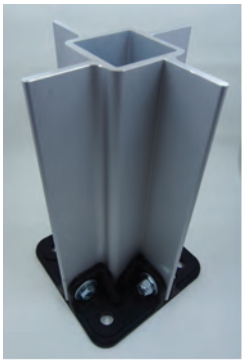
Let us help you with your layout - or check out our website for some of the common layouts we see often!

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

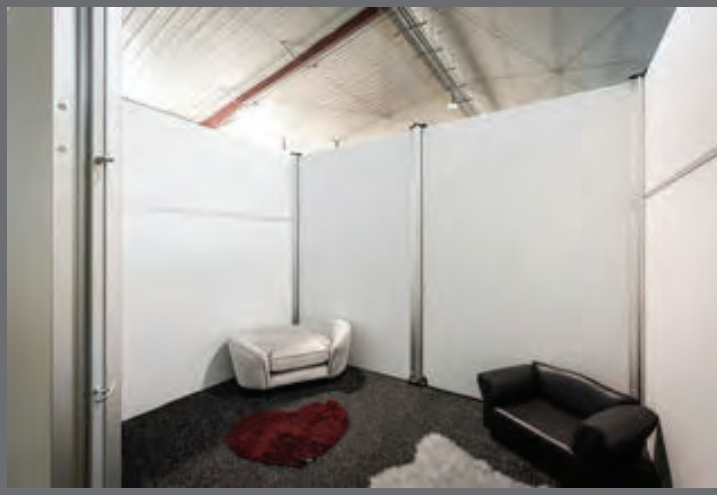
-Utilize your existing walls as part of the kennel and save money!
-Use this wall bracket at the back of the kennel to attach panels to your wall or at the front of the kennel to attach a gate.

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.

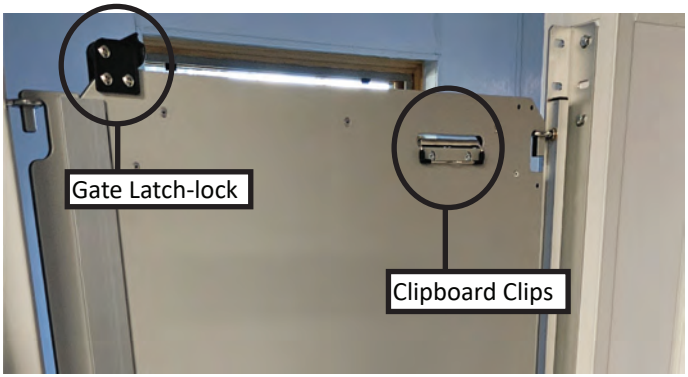




The kennel gate/door is meant for a 36" or 48" wide opening. Other sizes may differ in cost. Contact us for more info.

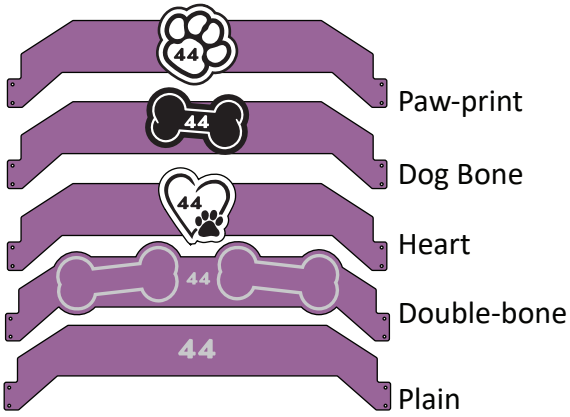
Kennel Gates and Doors - Standard Features

- 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!







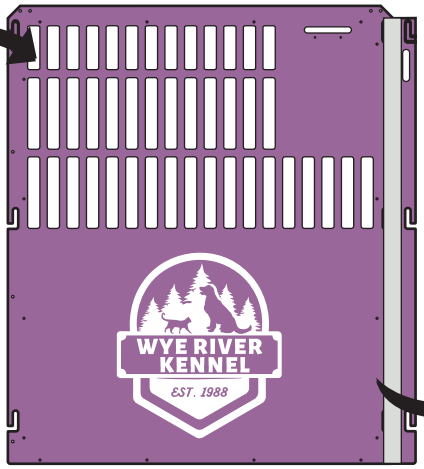
We only charge a one-time project total of $75 to draw up your logo! And we keep your logo/design on-file, so if you come back for more gates, you do not need to pay the fee a second time!

$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

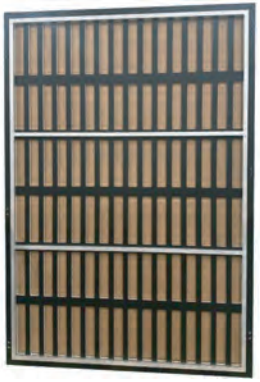




Kennel Lid

-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





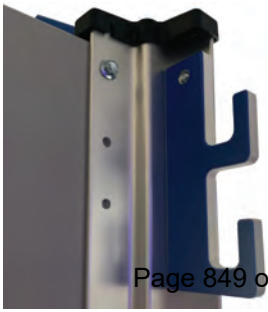
Available Sizes:

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

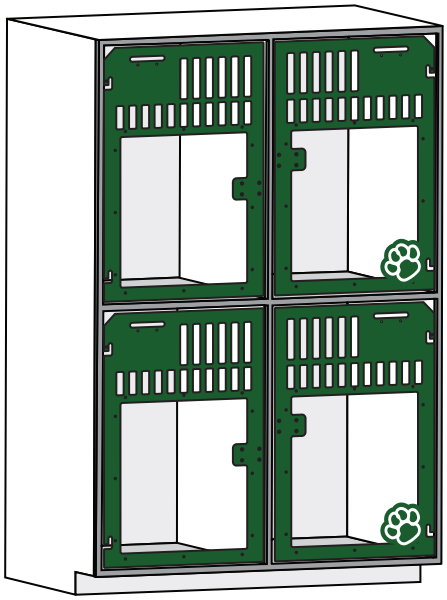
Make the most out of your space with Gator Kennels stacked kennels and cat condos!

Fully assembled systems shipped right to you!

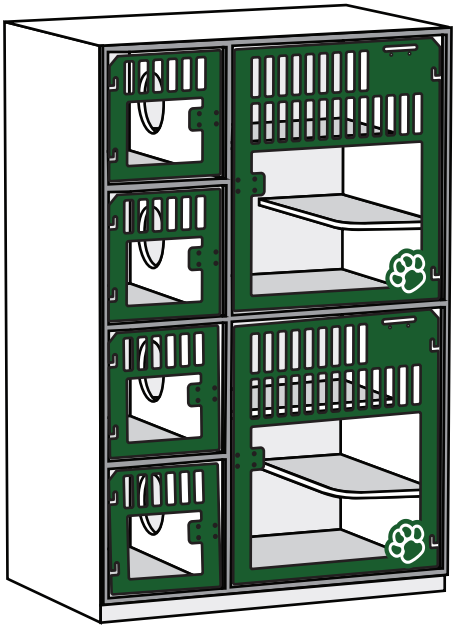
Double Stacked Kennels

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.

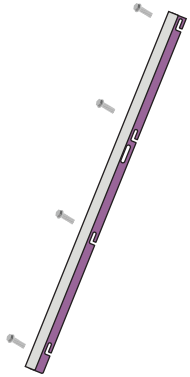
$7.50



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!

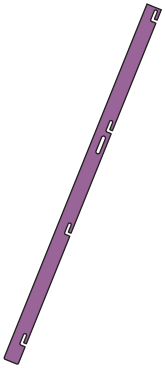
$50.00



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

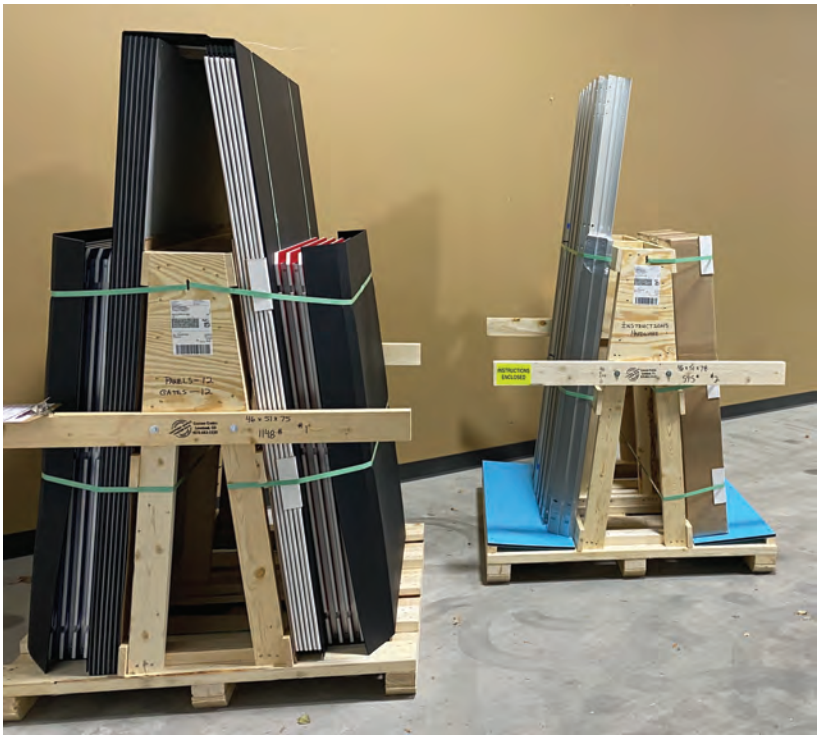
Gator Kennels is not affiliated in any way with this company. Nor does Gator guarantee this lender can provide the funding you need. This contact is just for discussion and is not a commitment to lend any funds. Additionally, Gator Kennels is not liable for any terms of any agreement between you and 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

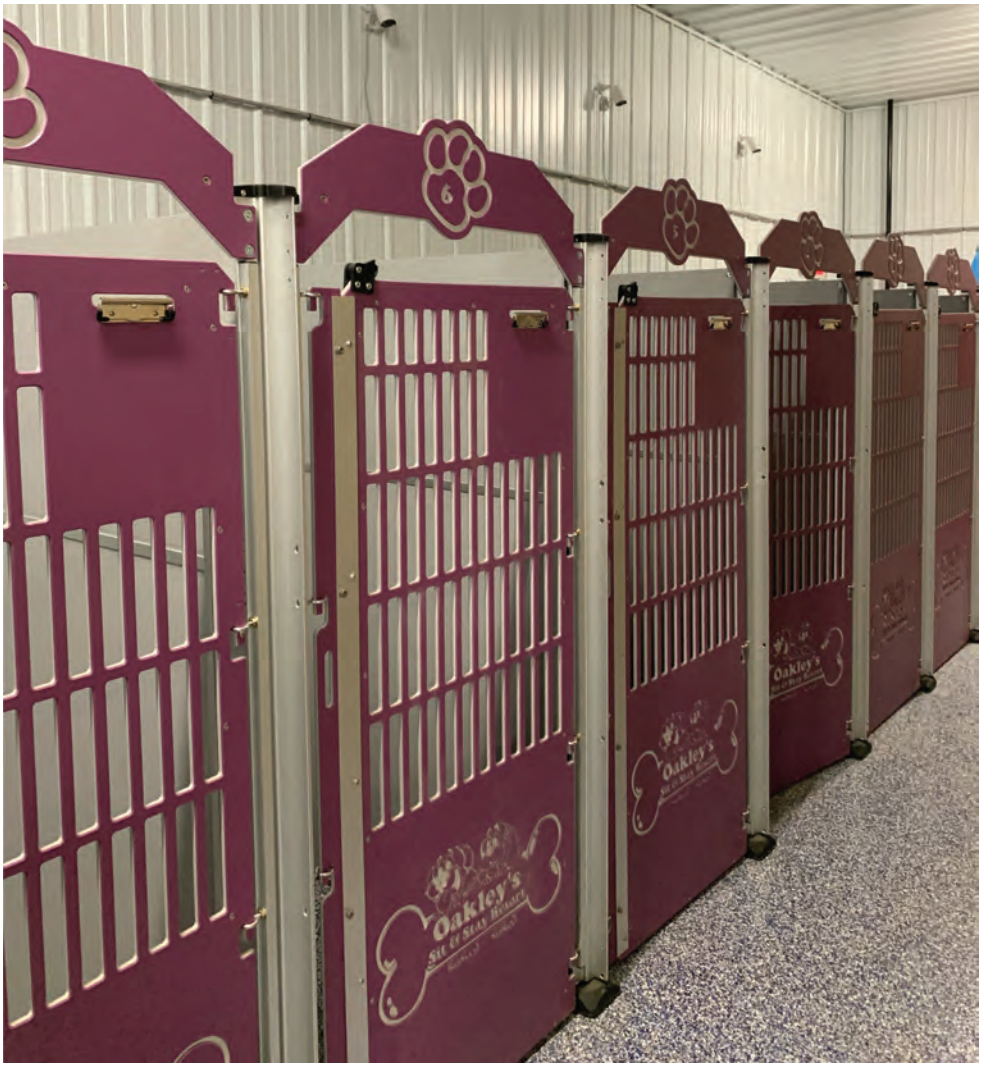
Back Roads Kennel ordered Gator Kennels for their facility. The grey kennels look so professional! The half glass doors allow visualization into the kennels at all times. These extra large kennels give the pups lots of room to move around!



Follow us

GATOR KENNELS

815 14th St SW
Suite C110
Loveland, CO 80537



Dog Kennels and Kennel Accessories

All prices within this catalog subject to change.

Gator Kennels LLC | 815 14th St SW Suite C110 | Loveland, Colorado 80537
Phone 970-622-9885 | Fax 970-622-9886 | © 2023 Gator Kennels LLC

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

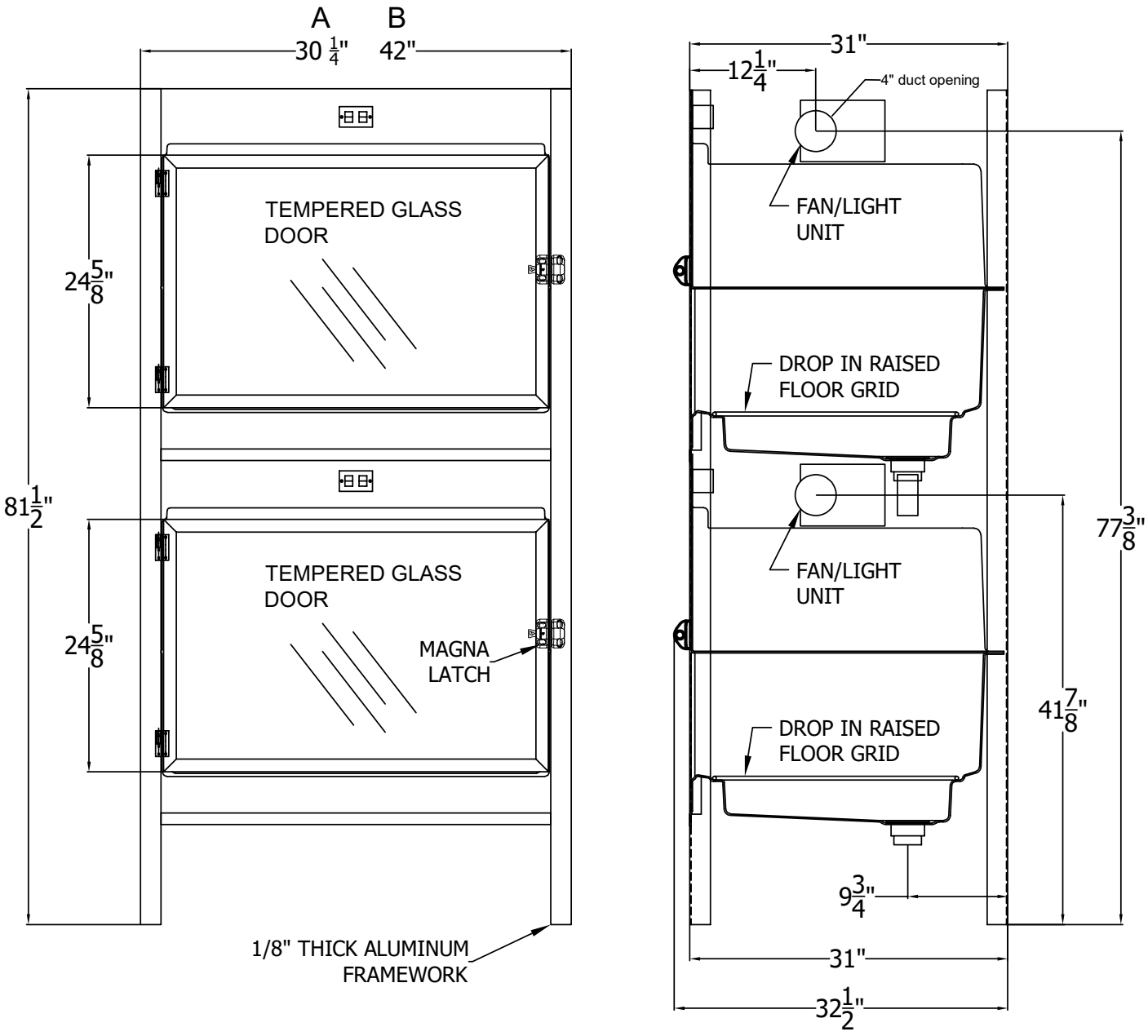








Shipping Weight:
A: 179 lb
B: 207 lb



NOTE:
All dimensions are ± 1/8"

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)

midmark®

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.

QuickClean™ Ultrasonic Cleaner

023

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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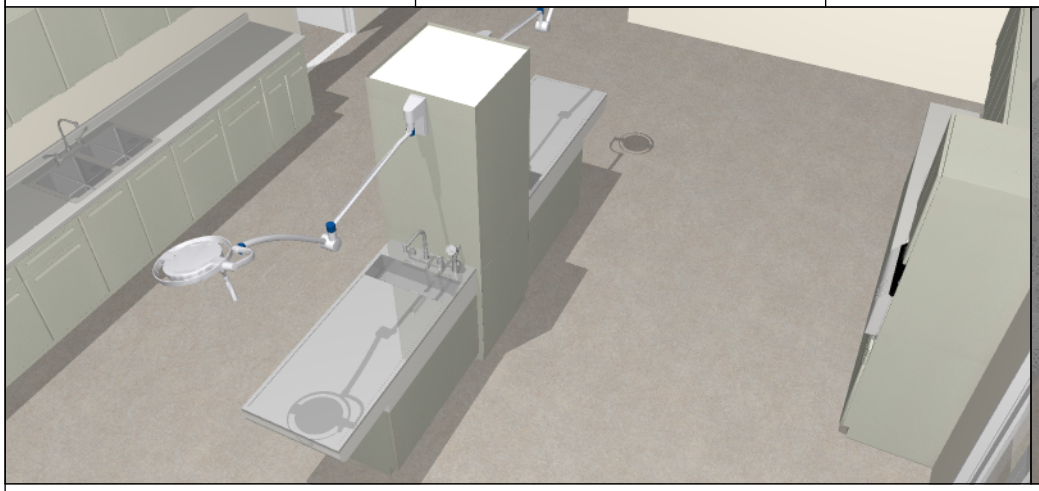
Project Name: City of Mobile Animal Services Facility **Project #:** A253675 **Phase:** 01 **Rev:** 3

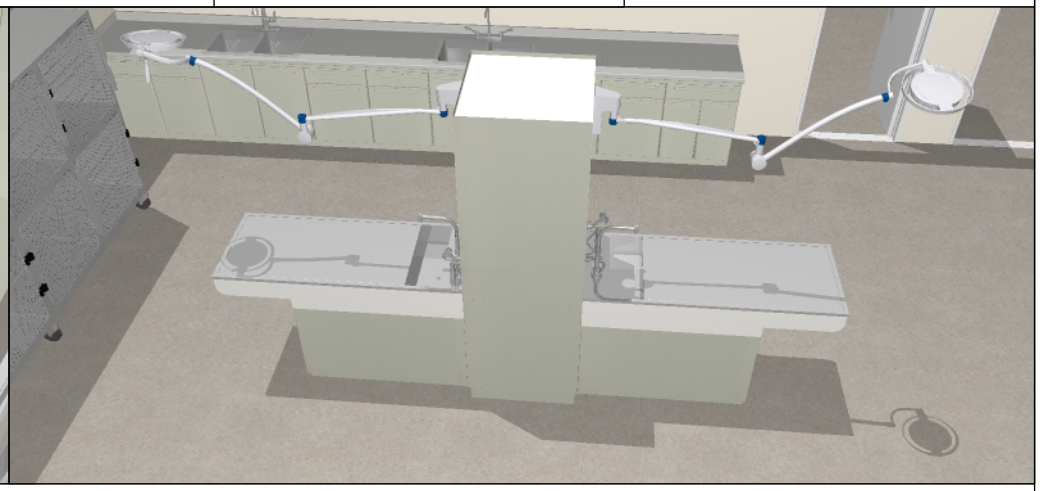
Base Finish:	XXX-TBD Solid	**Tasklights:**	N/A	**Sinks:**	N/A
Upper Finish:	N/A	**Top Material:**	None	**Faucets:**	Faucet & Sprayer
Panel Styles:	Cove	**Top Profile:**	N/A	**Grommets:**	N/A
Handles:	N/A	**Top Color:**	N/A	**Ultrasonics:**	N/A
Locks:	N/A	**Note:**	N/A	**Note:**	N/A
Key Number:	N/A	**Note:**	N/A		

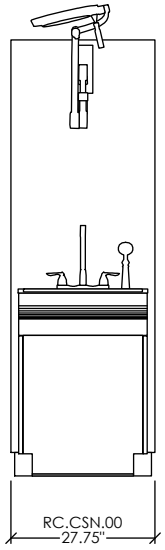
Signed Drawings Required To Process Order

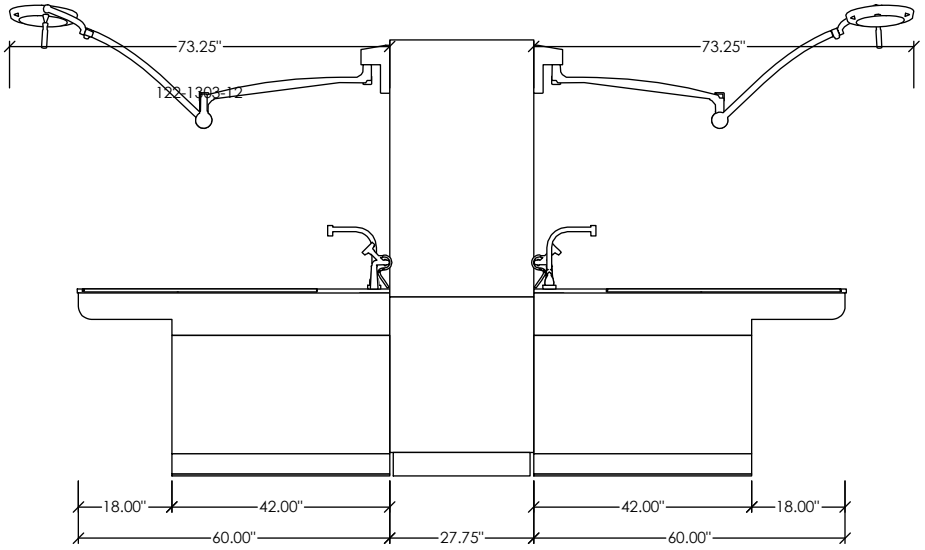
024 - 025

(Signature) (Date)









Treatment

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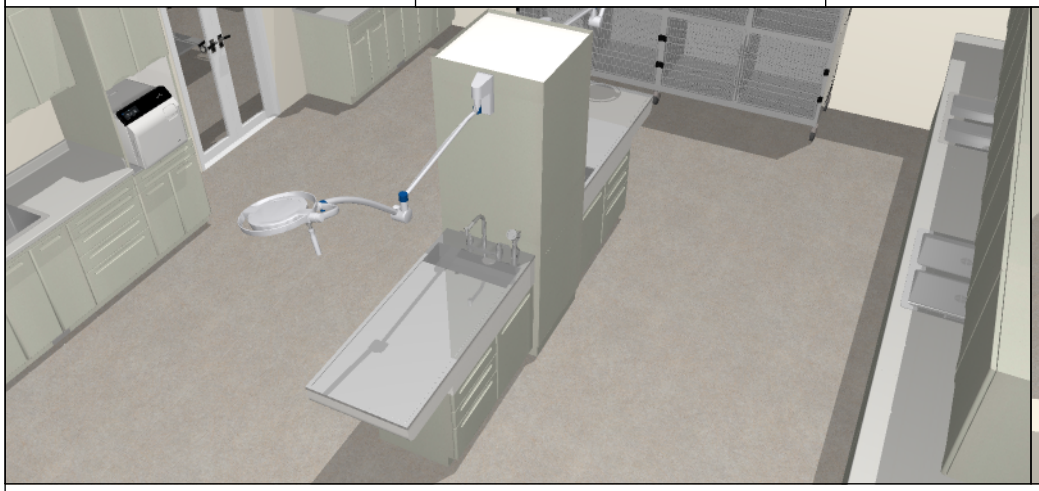
Project Name: City of Mobile Animal Services Facility **Project #:** A253675 **Phase:** 01 **Rev:** 3

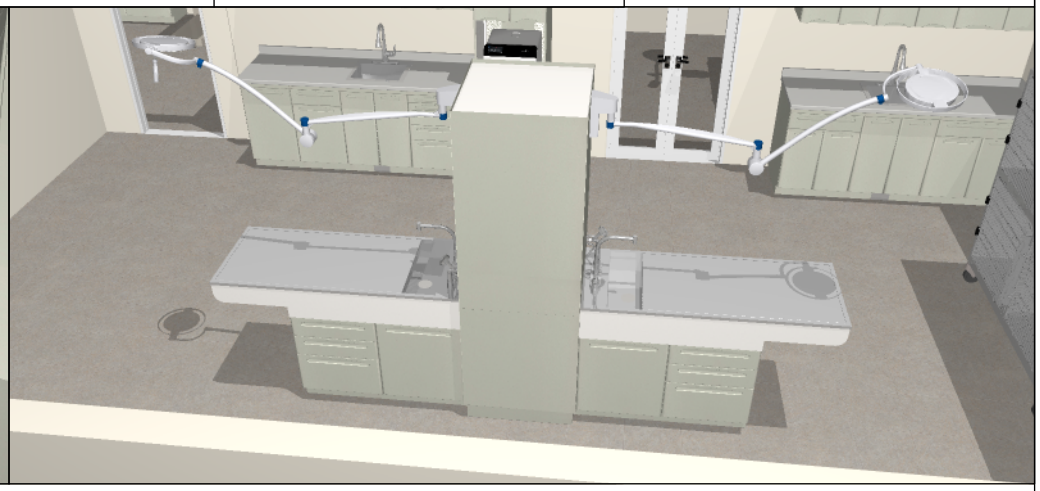
Base Finish:	XXX-TBD Solid	**Tasklights:**	N/A	**Sinks:**	N/A
Upper Finish:	N/A	**Top Material:**	None	**Faucets:**	Faucet & Sprayer
Panel Styles:	Cove	**Top Profile:**	N/A	**Grommets:**	N/A
Handles:	N/A	**Top Color:**	N/A	**Ultrasonics:**	N/A
Locks:	N/A	**Note:**	N/A	**Note:**	N/A
Key Number:	N/A	**Note:**	N/A		

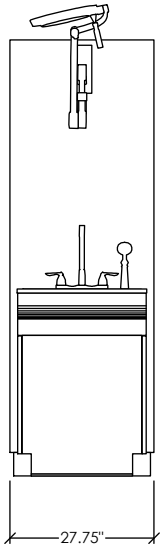
Signed Drawings Required To Process Order

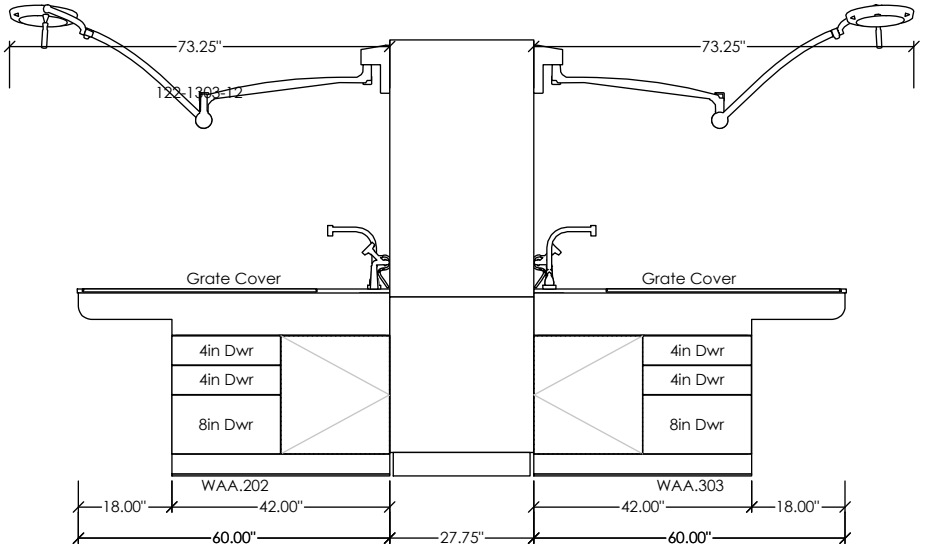
024 - 025

(Signature) (Date)









Treatment

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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

025

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

- WT: Table Type
- 72: Storage Configuration
- C: Panel Style
- 791: Cabinetry Finish
- A: Handle Style
- D: 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

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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

- 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.

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

027



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"

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

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



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"

Surgery Table Accessories

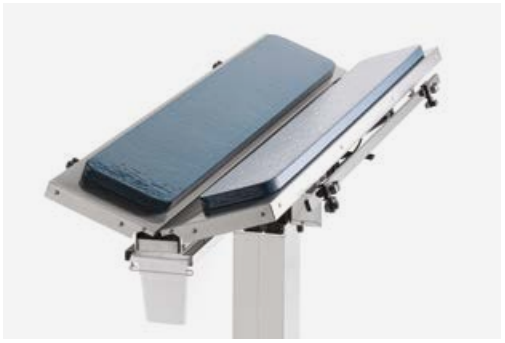
Stat-Mats™ Prep/Exam Pad

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

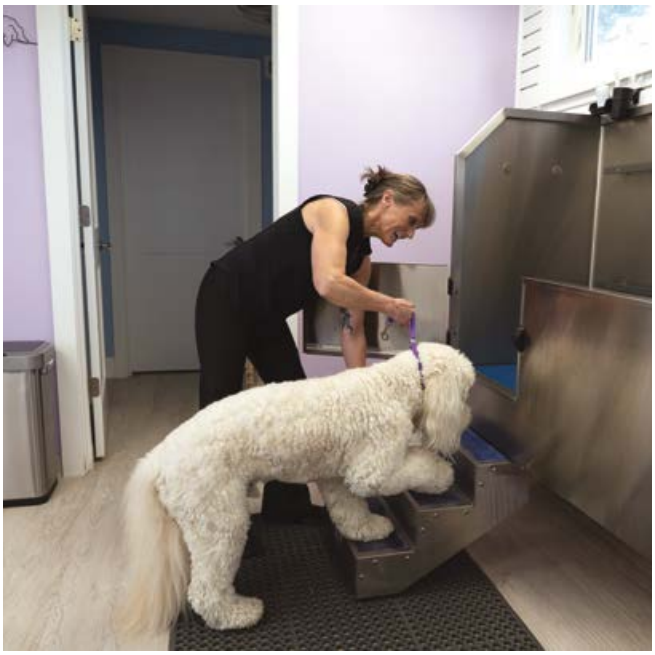
The Elite Grooming Tub is packed with features like slip-resistant steps that enable larger grooming clients to enter and exit the tub without heavy lifting on your part. The tub's durable construction features a 1" square tube frame that provides added strength to the one-piece backsplash. Made of stainless 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

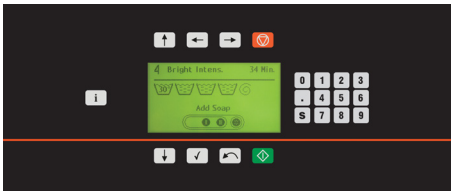
30 lb (14 kg)

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





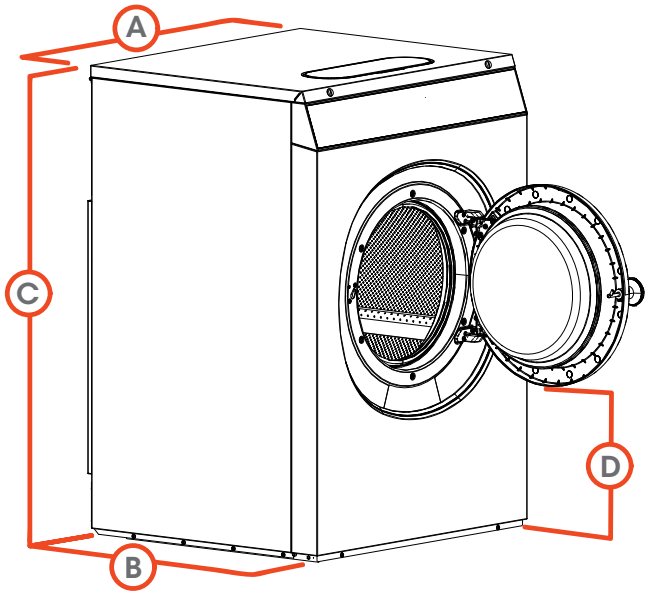
QED Select Control

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

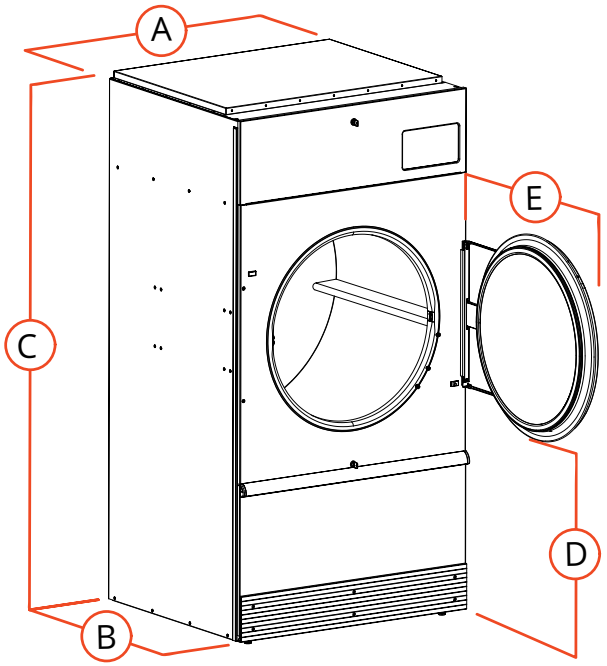
With features that include one-touch cycle repeat, automatic extended tumble and large digital countdown display, it's simple to set your drying time, temperature and cool down on the fly.

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/)

(https://www.facebook.com/sharer.php?u=https://www.tristarvet.com/product/veterinary-fecal-station/) (https://twitter.com/share?url=https://www.tristarvet.com/product/veterinary-fecal-station/&text=Stainless Steel Veterinary Fecal Station&hashtags=tristarvet) (https://plus.google.com/share?url=https://www.tristarvet.com/product/veterinary-fecal-station/) (https://www.linkedin.com/shareArticle?mini=true&url=https://www.tristarvet.com/product/veterinary-fecal-station/)

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.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
City of Mobile Animal Services Facility
1668 West I-65 Service Road South
Mobile, Al 36693
Project Number BG-054-22 (C1035)

THE OWNER:

City of Mobile
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)

Cummings Architecture Corporation
One Houston Street
Mobile, Alabama 36606

TABLE OF ARTICLES

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

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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.

§ 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.

§ 3.4 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.

§ 3.5 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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§ 3.7.2 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.

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§ 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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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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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.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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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 ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

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§ 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 he Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction

.4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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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.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

§ ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

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§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

§ ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

§ ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

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§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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(Paragraphs deleted)

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R E S O L U T I O N

Sponsored by: Councilmember Fleming

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail – More than 30 Days License
Submitted by:	TEXAS HOSPITALITY FUND I LLC
Location:	Courtyard Mobile 1000 W. I-65 Service Road S. Mobile, AL 36609

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. Adams

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/16/2026	NEW APPLICATION	2026 - 5786	129815	5	April 28, 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)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
TEXAS HOSPITALITY FUND I LLC

Trade Name (DBA)
COURTYARD MOBILE

Location Address
1000 WEST I 65 SERVICE ROAD SOUTH

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
04/16/2026	NEW APPLICATION	2026 - 5786	129815	5	April 28, 2026

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Trade Name (DBA)
COURTYARD MOBILE

Location Address
1000 WEST I 65 SERVICE ROAD SOUTH

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7441 • FAX (251) 208-7482

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/16/2026	NEW APPLICATION	2026 - 5786	129815	5	April 28, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
TEXAS HOSPITALITY FUND I LLC	COURTYARD MOBILE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12/30/2019	2020166236	DE	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
84-4154706	R0106025424	(251) 626-7704	

Physical Address (Street Address, Suite #)	City	State	Zip Code
1000 WEST I 65 SERVICE ROAD SOUTH	MOBILE	AL	36609

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
12000 WESTHEIMER RD STE 230	HOUSTON	TX	77077

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
	N/A

Contact Person Information

Name	Title	POA	Phone	Email
SHAUNA MOSLEY	ATTORNEY		(251) 626-7704	SHAUNA@JBPLAW.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
WEISENBURGH CO INC	(310) 276-8873	BOBBYF@DELANYINC.NET

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
P O BOX 16126	MOBILE	AL	36616

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
47,235	100	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?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

City of Mobile 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)
KHERAJ, ABDUL MALIK	MEMBER	TX 12314501

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
27 WATERFORD POINTE CIRCLE	SUGAR LAND	TX	77479

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
05/28/1962	PAKISTAN	318-70-8634	(409) 466-8311

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)

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)
SAWYER ASHETON	ATTORNEY	11/12/1976	AL 6114574

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
P O BOX 2525	DAPHNE	AL	36526	(251) 626-7704

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

CERTIFICATION and SIGNATURE

ASW 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.

ASW 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.

ASW 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.

ASW 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.

ASW 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.

ASW 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.

ASW 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
ASHETON W. SAWYER	April 16, 2026
Owner/Applicant/POA Signature	Title of Person Signing this Application
Ashton W Sawyer	POA

Sworn to and subscribed before me this 16th day of April 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

Signature Page

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
04/16/2026	NEW APPLICATION	2026 - 5786	129815	5	April 28, 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)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

TEXAS HOSPITALITY FUND I LLC

Trade Name (DBA)

COURTYARD MOBILE

Location Address

1000 WEST I 65 SERVICE ROAD SOUTH

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

Name	Title	POA	Phone	Email
SHAUNA MOSLEY	ATTORNEY		(251) 626-7704	SHAUNA@JBPLAW.COM

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

What is/was the start date of this business? 08/28/2024

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 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:

TEXAS HOSPITALITY FUND I LLC

dba COURTYARD MOBILE

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at

1000 WEST I 65 SERVICE ROAD SOUTH , 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 28, 2026 for application number 2026 - 5786

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA
Applicant/POA Signature

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)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

TEXAS HOSPITALITY FUND I LLC

Trade Name (DBA)

COURTYARD MOBILE

Location Address

1000 WEST I 65 SERVICE ROAD

Zip Code

36609

Application Number

2026 - 5786

Notice Post Date @ Location

04/16/2026

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 28, 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

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.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260312083955634

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Trade Name: COURTYARD MOBILE
Filing Fee: $50.00
Applicant: TEXAS HOSPITALITY FUND I LLC
Transfer Fee:
Location Address: 1000 W 165 SERVICE RD S MOBILE, AL 36609
Mailing Address: 12000 WESTHEIMER RD STE 230 HOUSTON, TX 77077
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 20201662636
Do you sell Draft Beer?: N/A
Date Incorporated: 12/30/2019 **State incorporated:** DE **County Incorporated:** KENT
Date of Authority: 02/27/2020
Federal Tax ID: 84-4154706 **Alabama State Sales Tax ID:** R010602524

Name:	Title:	Date and Place of Birth:	Residence Address:
ABDUL MALIK KHERAJ 12314501 - TX	MEMBER	05/28/1962 PAKISTAN	27 WATERFRONT POINT CIRCLE SUGAR LAND, TX 77479

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: 20260312083955634

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: SHAUNA MOSLEY
Business Phone: 251-626-7704
Fax:

Home Phone: 251-626-7704
Cell Phone: 251-626-7704
E-mail: SHAUNA@JBLAW.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260312083955634

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: WEISENBURGH CO INC 310-276-8873

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 47235

Display Square Footage:

Building seating capacity: 100

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: 20260312083955634

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: 20260312083955634

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260312083955634

Initial each

Signature page

[ ] In reference to law violations, I attest to the truthfulness of the responses given within the application.

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

[ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

[ ] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

[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.

[ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

[ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

[ ] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): James B. Pittman Attorney in Fact

Signature of Applicant: James B. Pittman Attorney in Fact

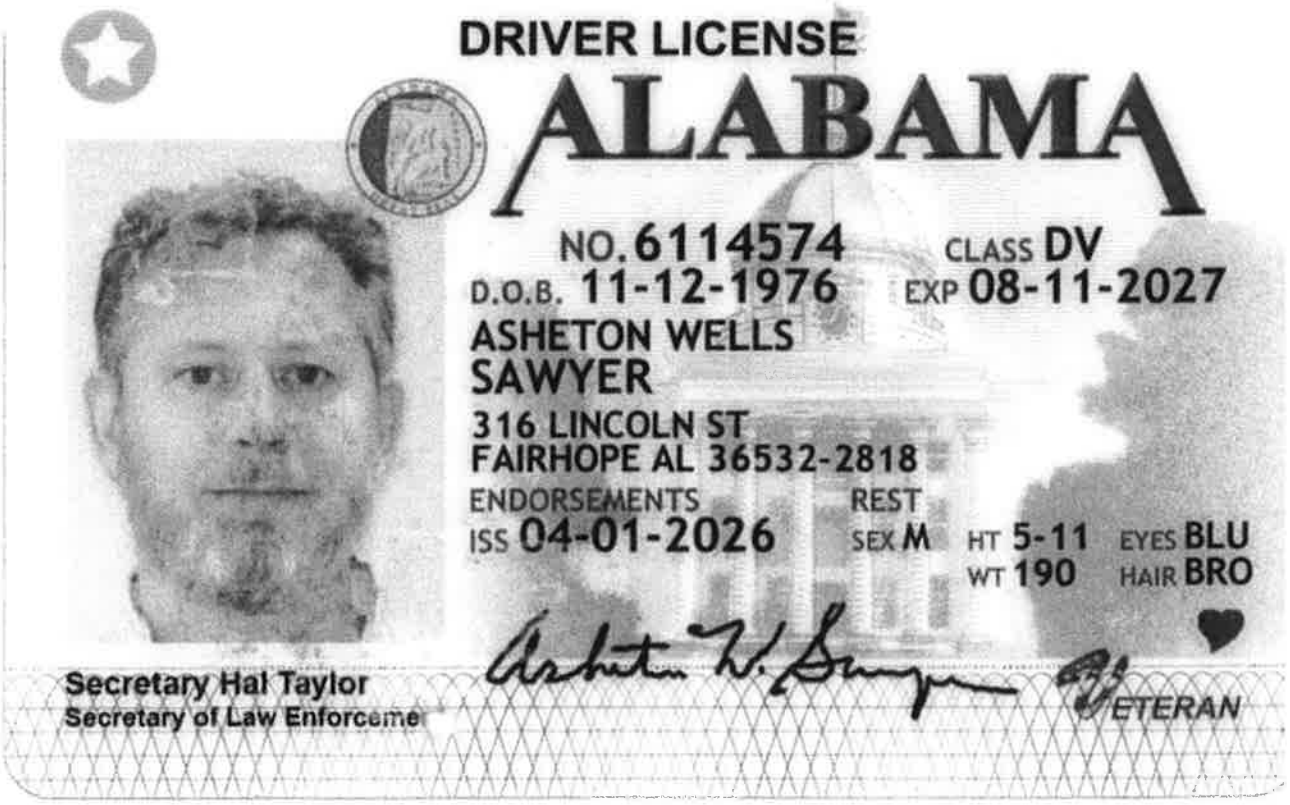
Notary Name (print): Shauna B. Mosley

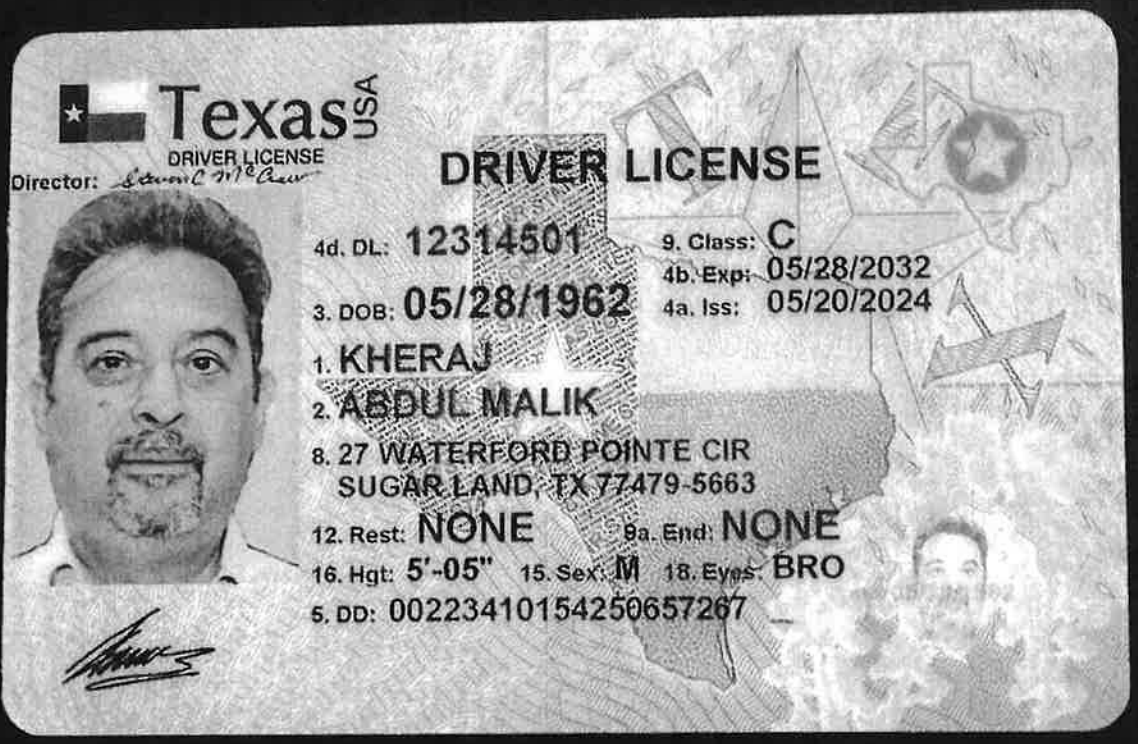
Notary Signature: Shauna B Mosley

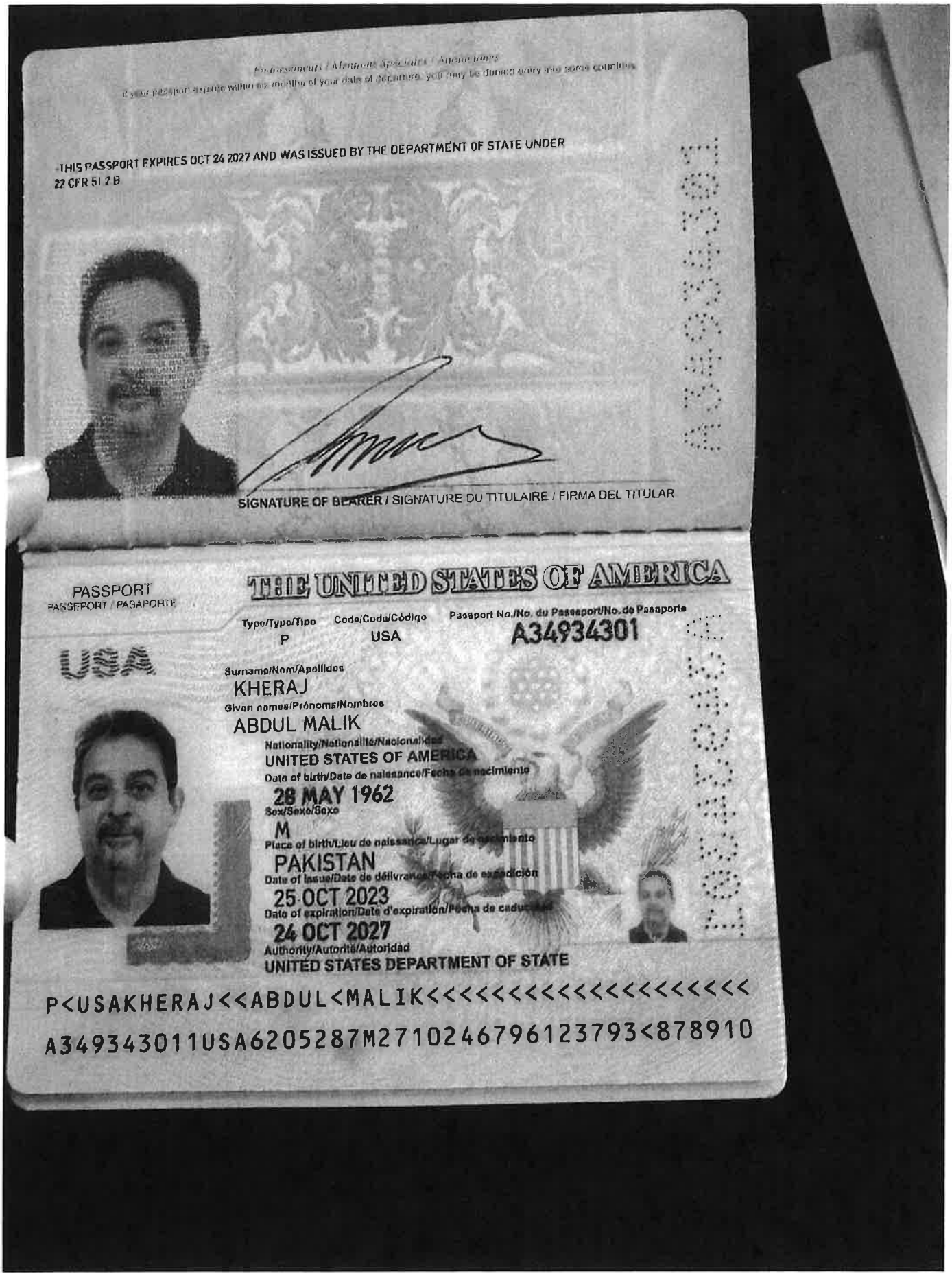
Commission expires:

SHAUNA B. MOSLEY 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:**


DRIVER LICENSE
ALABAMA
NO. 6114574
CLASS DV
D.O.B. 11-12-1976
EXP 08-11-2027
ASHETON WELLS
SAWYER
316 LINCOLN ST
FAIRHOPE AL 36532-2818
ENDORSEMENTS
REST
ISS 04-01-2026
SEX M
HT 5-11
WT 190
EYES BLU
HAIR BRO
Secretary Hal Taylor
Secretary of Law Enforceme
VETERAN


Texas USA
DRIVER LICENSE
Director:
DRIVER LICENSE
4d. DL: 12314501
9. Class: C
4b. Exp: 05/28/2032
3. DOB: 05/28/1962
4a. Iss: 05/20/2024
1. KHERAJ
2. ABDUL MALIK
8. 27 WATERFORD POINTE CIR
SUGAR LAND, TX 77479-5663
12. Rest: NONE
9a. End: NONE
16. Hgt: 5'-05"
15. Sex: M
18. Eyes: BRO
5. DD: 00223410154250657267


Endorsements / Mentions Spéciales / Anotaciones
If your passport expires within six months of your date of departure, you may be denied entry into some countries
THIS PASSPORT EXPIRES OCT 24 2027 AND WAS ISSUED BY THE DEPARTMENT OF STATE UNDER
22 CFR 51.2 B
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASSEPORT / PASAPORTE
THE UNITED STATES OF AMERICA
Type/Type/Tipo
P
Code/Code/Código
USA
Passport No./No. du Passeport/No. de Pasaporte
A34934301
USA
Surname/Nom/Apellidos
KHERAJ
Given names/Prénoms/Nombres
ABDUL MALIK
Nationality/Nationalité/Nacionalidad
UNITED STATES OF AMERICA
Date of birth/Date de naissance/Fecha de nacimiento
28 MAY 1962
Sex/Sexe/Sexo
M
Place of birth/Lieu de naissance/Lugar de nacimiento
PAKISTAN
Date of issue/Date de délivrance/Fecha de expedición
25 OCT 2023
Date of expiration/Date d'expiration/Fecha de caducidad
24 OCT 2027
Authority/Autorité/Autoridad
UNITED STATES DEPARTMENT OF STATE
P<USAKHERAJ<<ABDUL<MALIK<<<<<<<<<<<<<<<<<<<<<<
A349343011USA6205287M2710246796123793<878910

1-787 (Rev. 08-10-2016)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

ABDULMALIK AZIZ KHERAJ
27 WATERFORD POINTE CIRCLE SUGAR LAND TX 77479

Date: 09-29-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

ABDUL MALIK KHERAJ

Search Completed Result 09-29-2025 E2025272000000140963

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 05/28/1962
Social Security number: XXX-XX-8634

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the Web site at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

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

See ATTACHED

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **Texas Hospitality Fund I 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 17th day of March 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Shauna B. Mosley	Shauna B Mosley	**5/27/28**

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Robert S. Frost Weisenburgh Co Inc Robert S. Frost Executive VP	
Owner of Property (Signature) Robert S. Frost	Applicant Name (Signature) Robert S Young Attorney in Fact.
Street Address **PO Box 16126**	Street Address **1000 W 165 Service Rd S**
City, State, Zip **Mobile AL 36616**	City, State, Zip **Mobile AL 36609**
Date Agreement Signed	Date Agreement Signed

GROUND LEASE ESTOPPEL AND AGREEMENT

THIS GROUND LEASE ESTOPPEL AND AGREEMENT (this "Estoppel") is dated as of 8/28/24, 2024, between Weisenburgh Co., Inc., the successor to Charles E. Weisenburgh, Anne Weisenburgh, Phillip A. Weisenburgh and Louise V. Weisenburgh (with its successors and assigns, "Landlord") and Texas Hospitality Fund I, LLC (with its successors and assigns, "Tenant").

Landlord, or its predecessor-in-title, has heretofore leased or subleased certain land described in Exhibit A hereto (the "Property") pursuant to that certain ground lease described in Exhibit B hereto.

1. Estoppel. Landlord hereby certifies that (a) the Ground Lease is in full force and effect, (b) to Landlord's knowledge no default has occurred under the Ground Lease and there is no existing condition which, but for the passage of time or the giving of notice, would result in a default under the Ground Lease, to Landlord's knowledge, (c) there have heretofore been no amendments or modifications to or assignments of the Ground Lease, except as listed in Exhibit B, (d) Landlord owns the fee interest in the Property, and such interest is not subject to any mortgage or other material encumbrance, (e) fee title is vested in Landlord by virtue of that certain Trustee's Deed recorded in Real Property Book 4110, Page 165 in the real estate records of Mobile County, State of Alabama, from Bank One as Trustee for Phillip A. Weisenburgh as to an undivided 1/2 interest; that certain Corrective Deed recorded in Real Property Book 4518, Page 444 in the aforesaid records, from Springdale Stores, Inc., and by correction also Grantors Palmer, Thomas, Dozier and Ball, recorded in Real Property Book 4100, Pages 191,184,177 and 170, in the aforesaid records, as to an undivided 1/12 interest; and that certain Estoppel recorded in Real Properly Book 4459, Page 1701, in the aforesaid records, (f) the term of the Lease commenced on August 1, 1963 and will expire on July 31, 2062, unless extended, (g) current base annual rent under the Lease is $1,051.39 and has been paid through and including the most recent due date. The foregoing may be relied upon by any Leasehold Pledgee as defined below, and any assignee of the Ground Lease or interests therein.

2. Notwithstanding anything in the Ground Lease to the contrary, Landlord agrees that, without Landlord's consent, (i) Tenant and/or its direct or indirect equity holders may assign. or mortgage the Ground Lease and/or pledge direct or indirect interests in Tenant to one or more lenders to secure debt in any amount, including without limitation, Cadence Bank, a Mississippi banking corporation; provided however, Landlord receives written notice of such assignment within thirty (30) days of such assignment (such lenders, together with their successors and assigns, a "Leasehold Pledgee"), it being specifically understood that Leasehold Pledgee, as used herein and hereinbelow shall only be such party from which Landlord has received written notice, as hereinabove stated; (ii) Leasehold Pledgee may acquire the Ground Lease or the interests in Tenant, as applicable, through foreclosure or assignment in lieu of foreclosure, and transfer or assign the Ground Lease (or such interests), in its own name or through a nominee, and the resulting Tenant and its assignees shall thereafter be bound by all applicable terms of the Ground Lease, except that Landlord consent shall be required for any transfer to a transferee that (a) does not operate (or retain a management company to operate) a hotel of comparable quality to the hotel operated by the then existing Tenant, and (b) does not have a present net worth comparable to that of the then existing Tenant (or otherwise provide a guaranty of its obligations under the lease from an entity that itself complies with this clause).

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert S Frost whose name as Executive VP of Weisenburgh Co., Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation on the day the same bears date.

Given under my hand and official seal this the 28th day of August, 2024.

(NOTARIAL SEAL)

DEBORAH M PAUL
MY COMMISSION EXPIRES
JANUARY 6, 2025
NOTARY PUBLIC
STATE OF ALABAMA

NOTARY PUBLIC
My Commission Expires: 1-6-2025

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

TENANT:

TEXAS HOSPITALITY FUND I, LLC,
a Delaware limited liability company

By: _____
Malik Kheraj
Its: Member

STATE OF Texas

COUNTY OF Fort Bend

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Malik Kheraj whose name as Member of Texas Hospitality Fund I, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Member and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and official seal this the 28 day of August, 2024.

_____
NOTARY PUBLIC
My Commission Expires: 04/30/26

(NOTARIAL SEAL)

JENNIFER WAY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/30/26
NOTARY ID 1120528-8

AMENDED EXHIBIT B

Lease and Agreement dated as of August 1, 1963 (the "Ground Lease"), by and among Charles E. Weisenburgh, Anne Weisenburgh, Phillip A, Weisenburgh, and Louise V. Weisenburgh, collectively, as Lessor, and Thomas Company, Inc., as Lessee, recorded in Real Property Book 447, Page 913, in the records of Mobile County, State of Alabama.

Tenant's interests were assigned pursuant to that certain Deed of Exchange dated as of June 24, 1993, by and between Thomas Company, Inc,, as Grantor, and McKibbon Hotel Group of Mobile, Alabama, Ltd,, as Grantee, recorded June 25, 1993 in Real Property Book 4061, Page 1861, in the aforesaid records, Tenant's interests were further assigned by instrument dated as of May 31, 1996, by and between McKibbon Hotel Group of Mobile, Alabama, Ltd,, as Assignor, and McKibbon Brothers, Inc., recorded in Real Property Book 4378, Page 471, in the aforesaid records.

Tenant's interests were further assigned by instrument, dated as of April 23, 1997, by and between McKibbon Brothers, Inc., as Assignor, and McKibbon Hotel Group of Mobile, Alabama, LLC, recorded in Real Property Book 4459, Page 1609 in the aforesaid records, as further affected by that certain Estoppel and Non Disturbance Agreement, dated as of April 22, 1997, by and between Weisenburgh Co., Inc, (as successor to Charles E, Weisenburgh, Anne Weisenburgh, Phillip A, Weisenburgh and Louise V, Weisenburgh), First Union National Bank and McKibbon Hotel Group of Mobile, Alabama, LLC, recorded on April 23, 1997, in Real Property Book 4459, Page 1609, in the aforesaid records.

Tenant's interests were further assigned pursuant to that certain Assignment and Assumption of Lease, dated December 20, 2004, by and between McKibbon Hotel Group of Mobile, Alabama, LLC, as Assignor, and EQI Mobile, L.P., as Assignee, recorded on May 16, 2007, in Real Property Book 6184, Page 1570, in said records.

Tenant's interests were further assigned pursuant to that certain Assignment and Memorandum of Amendment dated October 25, 2007, by and between EQI Mobile, LP., as Assignor, and W2007 Equity Inns Realty, LLC, as Assignee, recorded on November 26, 2007, in Book 6293, Page 1109, in the aforesaid records.

Ground Lease Estoppel and Agreement dated December 14, 2007 (the "Amendment" together with the Original Lease, the "Ground Lease"), by and between Weisenburgh Co. Inc, as Landlord, and W2007 Equity Inns Realty, LLC, as Assignee, recorded on December 14, 2007, in Book 6344 Page 880, in the aforesaid records.

Ground Lease Estoppel and Agreement dated April 7, 2014, between Weisenburgh Co, Inc,, as Landlord, and W2007 Equity Inns Realty, LLC, as Tenant.

Tenant's interests were further assigned pursuant to that certain Assignment and Assumption of Ground Lease dated as of February 27, 2015, by and between W2007 Equity Inns, LLC and assumption of Ground Lease dated as of February 27, 2015, by and between 2007 Equity Inns, LLC, as assignor and ARC Hospitality Portfolio I MBGL 1000 Owner, LLC, as assignee, recorded in Book 7243, Page 201, aforesaid records.

EXHIBIT B (cont.)

Ground Lease Estoppel and Agreement, dated December 12 2018 between Weisenbergh Co. Inc., as Landlord, and HIT Portfolio I MBGL 1000 Owner, LLC as Tenant.

Assignment and Assumption of Ground Lease dated October 10, 2019, by HIT Portfolio I MBGL 950 Owner, LLC, f/k/a ARC Hospitality Portfolio I MBGL 950 Owner, LLC, and successor-in-interest by merger to HIT Portfolio I MBGL 1000 Owner, LLC, in favor of Shree Sadguru Hospitality, Inc., as recorded in Instrument #2019059876, in the aforesaid records.

Ground Lease Estoppel and Agreement dated August 28, 2024 by Shree Sadguru Hospitality, Inc in favor of Texas Hospitality Fund I, LLC.

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

TEXAS HOSPITALITY FUND I, LLC
DBA RESIDENCE INN / COURTYARD BY MARRIOTT

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010602524	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

NAICS CODE: 721110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1000 W I65 SERVICE RD MOBILE AL 36609-1304

LIMITED POWER OF ATTORNEY

STATE OF Texas
COUNTY OF Denton

KNOW ALL MEN BY THESE PRESENTS, that TEXAS HOSPITALITY FUND I, LLC (hereinafter THF) organized and existing under the laws of the State of Delaware constitutes and appoints the law firm of James B. Pittman, Jr., P.C., James B. Pittman, Jr., Jon C. Archer II, Shauna Mosley, Asheton Sawyer, Nicholas Patti, and Amanda Schafner, as true and lawful agent and Attorney-in-Fact (herein called my "Attorney") with full power of substitution, for THF in its name, place and stead to do every act of every kind with respect to the transfer, application or renewal of Alabama Beverage Control liquor licenses, business licenses, and any license or permit necessary to obtain an alcohol, city, or business license applied for or in the name of THF and to act on its behalf in any and all counties and/or cities in the State of Alabama, with all the powers the undersigned would possess if personally present for the transaction of business with regard to the transfer, application or renewal of said licenses including signing documents with respect to the above-described matters.

Pu THF COOPER as its Attorney-in-Fact. No person dealing with THF's said Attorney shall be required to see to the application of any funds or property paid or given for my account and the receipt given by, or any other juristic acts performed by THF's said Attorney shall be as final and binding upon THF's interest in the transfer as if performed by THF.

This Special Power of Attorney may be revoked by THF in whole or in part at any time by delivering or causing to be delivered to my said Attorney written notice of such revocation, provided, however, that no such revocation shall vitiate, invalidate, or impair any action taken prior to receipt of such written notice. Unless sooner terminated, this Power of Attorney shall remain in full force and effect for one year from the date of execution below.

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by THF's Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from THF that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or contention by THF, its successors, or assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19 day of AUGUST, 2025.

TEXAS HOSPITALITY FUND I, LLC

By: ABDULMALIK KHERAJ
As Its: MEMBER

STATE OF Texas

COUNTY OF Denton

I, Twila Waldrop, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ABDULMALIK KHERAJ whose name as Member of TEXAS HOSPITALITY FUND I, LLC., is signed to the foregoing assignment and who is known to me, acknowledged before me on this day, that being informed of the contents of said assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official notarial seal this the 19th day of August, 2025.

TWILA WALDROP
Notary Public, State of Texas
Comm. Expires 10-06-2027
Notary ID 131187623

Notary Public
My Commission Expires: 10-6-27

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TEXAS HOSPITALITY FUND I, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2020.

Jeffrey W. Bullock, Secretary of State

7776068 8300

SR# 20201662636

Authentication: 202480534

Date: 02-28-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Texas Hospitality Fund I , LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 8 The Green STE A (street), in the City of Dover , Zip Code 19901 . The name of the Registered Agent at such address upon whom process against this limited liability company may be served is A Registered Agent, Inc. .

By: _____
Authorized Person

Name: Mark G. Wendaur IV
Print or Type

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☑ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☑ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Texas Hospitality Fund I LLC	Courtyard Mobile

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
1000 W 165 Service Rd S	Mobile	AL	36609

Business Contact Person Information

Name	Title	Phone	Email
Shauna Mosley	attorney in fact	(251) 626-7704	shauna@jbplaw.com

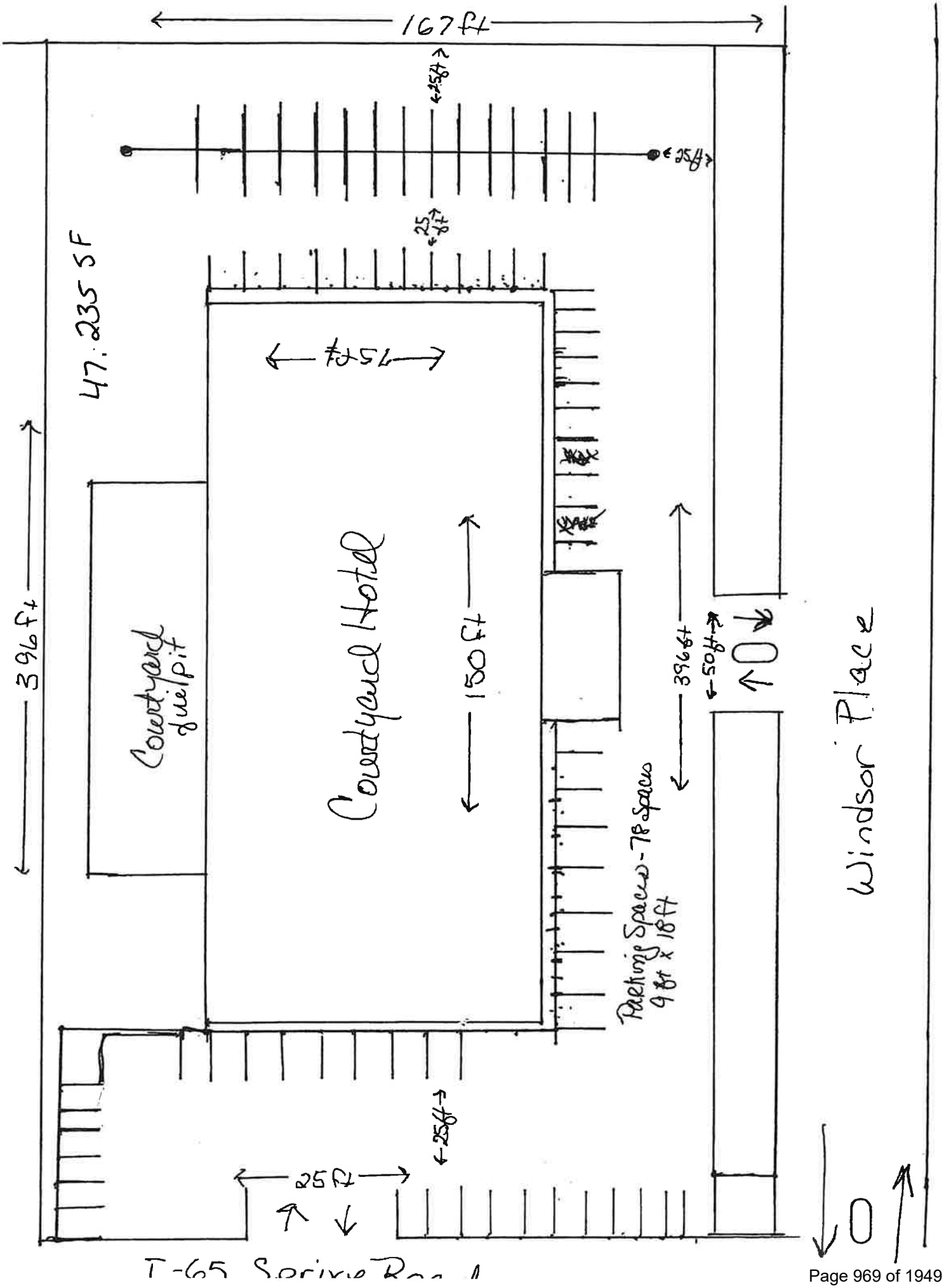
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
47,235	79		OK	B-3	OK

Comments

OK per previous approvals

Print Name	Signature	Date
Jackson Taylor	Jackson Taylor	4-20-2026


167 ft
25 ft
25 ft
25 ft
47.235 SF
75 ft
Courtyard Hotel
150 ft
Courtyard Quilpit
396 ft
396 ft
50 ft
Parking Spaces - 78 Spaces
9 ft x 18 ft
Windsor Place
25 ft
25 ft
I-65 Spring Road

R E S O L U T I O N

Sponsored by: Councilmember Fleming

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail – More than 30 Days License
Submitted by:	TEXAS HOSPITALITY FUND I LLC
Location:	Courtyard Mobile 1000 W. I-65 Service Road S. Mobile, AL 36609

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
04/16/2026	NEW APPLICATION	2026 - 5786	129815	5	April 28, 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)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
TEXAS HOSPITALITY FUND I LLC

Trade Name (DBA)
COURTYARD MOBILE

Location Address
1000 WEST I 65 SERVICE ROAD SOUTH

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

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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License Type(s)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
TEXAS HOSPITALITY FUND I LLC

Trade Name (DBA)
COURTYARD MOBILE

Location Address
1000 WEST I 65 SERVICE ROAD SOUTH

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. Box 1827 • Mobile, Alabama 36633-1827 • Phone (251) 208-7441 • Fax (251) 208-7482

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/16/2026	NEW APPLICATION	2026 - 5786	129815	5	April 28, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
TEXAS HOSPITALITY FUND I LLC	COURTYARD MOBILE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12/30/2019	2020166236	DE	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
84-4154706	R0106025424	(251) 626-7704	

Physical Address (Street Address, Suite #)	City	State	Zip Code
1000 WEST I 65 SERVICE ROAD SOUTH	MOBILE	AL	36609

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]	HOUSTON	TX	[redacted]

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
		N/A

Contact Person Information

Name	Title	POA	Phone	Email
SHAUNA MOSLEY	ATTORNEY		[redacted]	[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
WEISENBURGH CO INC	[redacted]	[redacted]

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]	MOBILE	AL	36616

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
47,235	100	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?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

City of Mobile 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)
KHERAJ, ABDUL MALIK	MEMBER	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]	SUGAR LAND	TX	[redacted]

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]/1962	PAKISTAN	[redacted]	[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)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)

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)
SAWYER ASHETON	ATTORNEY	[redacted]	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
[redacted]	DAPHNE	AL	36526	[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

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

AWS 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.

AWS 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.

AWS 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.

AWS 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.

AWS 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.

AWS 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.

AWS 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
ASHETON W. SAWYER	April 16, 2026
Owner/Applicant/POA Signature	Title of Person Signing this Application
Asheton W Sawyer	POA

Sworn to and subscribed before me this 16th day of April 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
04/16/2026	NEW APPLICATION	2026 - 5786	129815	5	April 28, 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)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

TEXAS HOSPITALITY FUND I LLC

Trade Name (DBA)

COURTYARD MOBILE

Location Address

1000 WEST I 65 SERVICE ROAD SOUTH

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

Name	Title	POA	Phone	Email
SHAUNA MOSLEY	ATTORNEY		[redacted]	[redacted]

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

What is/was the start date of this business? 08/28/2024

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 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:

TEXAS HOSPITALITY FUND I LLC

dba COURTYARD MOBILE

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at

1000 WEST I 65 SERVICE ROAD SOUTH , 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 28, 2026 for application number 2026 - 5786

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA
Applicant/POA Signature

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)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

TEXAS HOSPITALITY FUND I LLC

Trade Name (DBA)

COURTYARD MOBILE

Location Address

1000 WEST I 65 SERVICE ROAD

Zip Code

36609

Application Number

2026 - 5786

Notice Post Date @ Location

04/16/2026

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 28, 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

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.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260312083955634

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Trade Name: COURTYARD MOBILE
Filing Fee: $50.00
Applicant: TEXAS HOSPITALITY FUND I LLC
Transfer Fee:
Location Address: 1000 W 165 SERVICE RD S MOBILE, AL 36609
Mailing Address: [redacted] HOUSTON, TX [redacted]
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 20201662636
Do you sell Draft Beer?: N/A
Date Incorporated: 12/30/2019 **State incorporated:** DE **County Incorporated:** KENT
Date of Authority: 02/27/2020
Federal Tax ID: 84-4154706 **Alabama State Sales Tax ID:** R010602524

Name:	Title:	Date and Place of Birth:	Residence Address:
ABDUL MALIK KHERAJ [redacted]	MEMBER	[redacted] PAKISTAN	[redacted] SUGAR LAND, TX 77479

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: 20260312083955634

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: SHAUNA MOSLEY
Business Phone: 251-626-7704
Fax:

Home Phone: [redacted]
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: 20260312083955634

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: WEISENBURGH CO INC 310-276-8873

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 47235

Display Square Footage:

Building seating capacity: 100

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: 20260312083955634

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: 20260312083955634

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260312083955634

Initial each	Signature page
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
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.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): James B. Pittman Attorney in Fact

Notary Name (print): Shauna B. Mosley

Signature of Applicant: Attorney in Fact

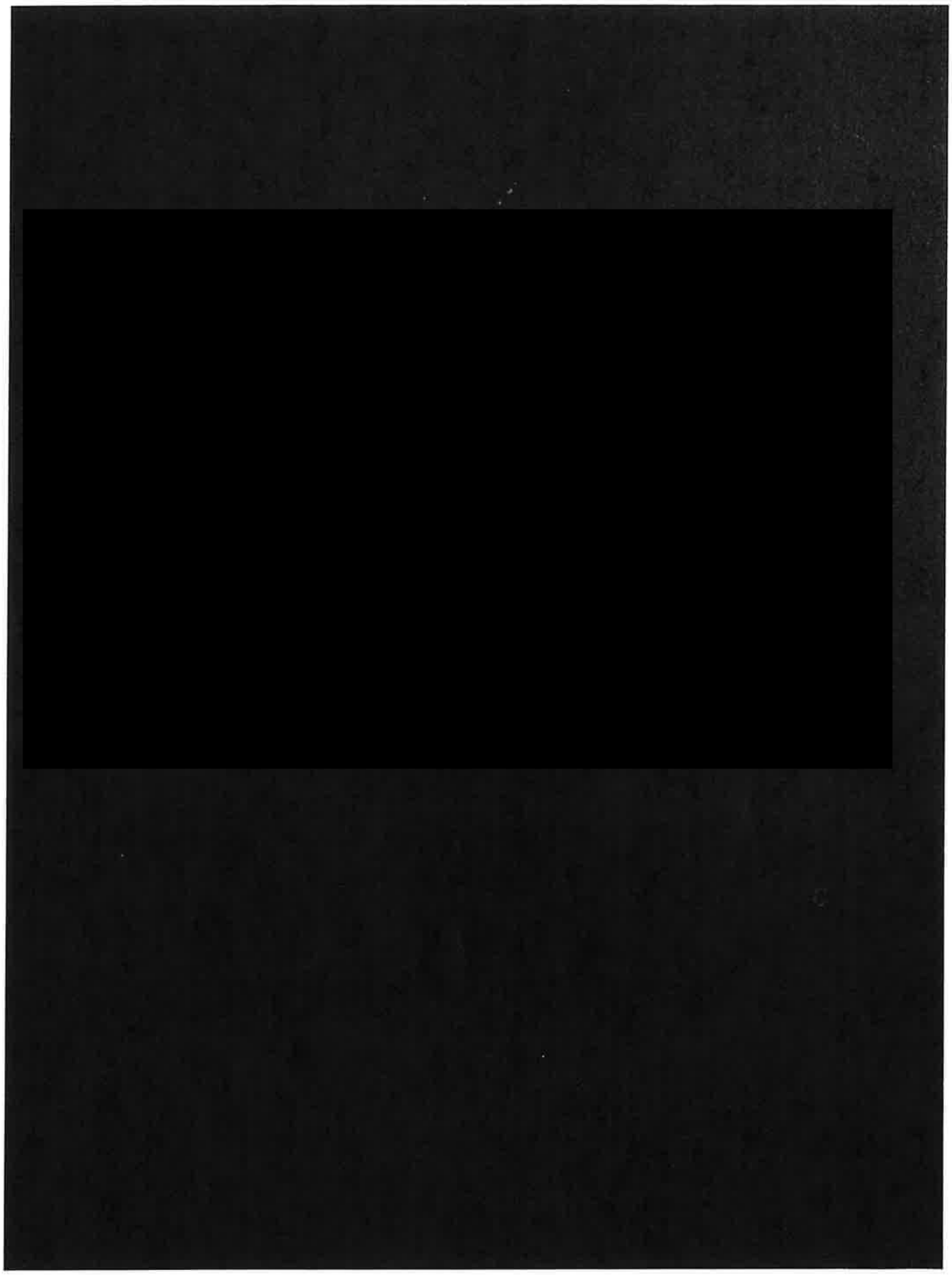
Notary Signature: Shauna B Mosley

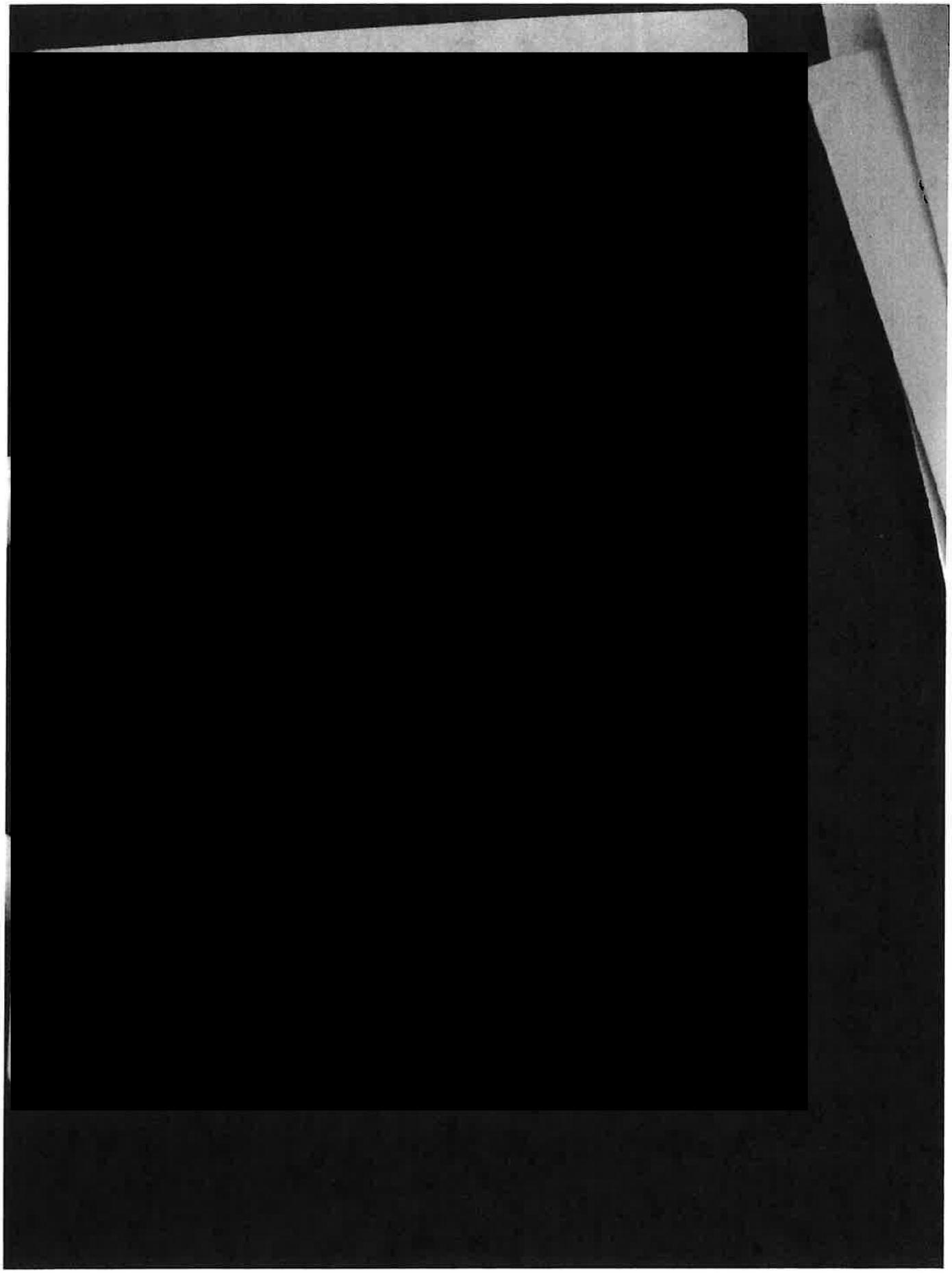
Commission expires:

SHAUNA B. MOSLEY 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:**







1-787 (Rev. 08-10-2016)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

ABDULMALIK AZIZ KHERAJ [redacted]

Date: 09-29-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

ABDUL MALIK KHERAJ

Search Completed Result 09-29-2025 E2025272000000140963

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: [redacted]1962
Social Security number: [redacted]

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the Web site at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

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

see attached

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **Texas Hospitality Fund I 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 17th day of March 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Shauna B. Mosley	Shauna B Mosley	**5/27/28**

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Robert S. Frost **Weisenburgh Co Inc** Robert S. Frost, Executive V.P.	
Owner of Property (Signature) Robert S. Frost	Applicant Name (Signature) Attorney in Fact.
Street Address **PO Box 16126**	Street Address **1000 W 165 Service Rd S**
City, State, Zip **Mobile AL 36616**	City, State, Zip **Mobile AL 36609**
Date Agreement Signed	Date Agreement Signed

| Application Property Ownership

GROUND LEASE ESTOPPEL AND AGREEMENT

THIS GROUND LEASE ESTOPPEL AND AGREEMENT (this "Estoppel") is dated as of 8/28/24, 2024, between Weisenburgh Co,, Inc,, the successor to Charles E. Weisenburgh, Anne Weisenburgh, Phillip A. Weisenburgh and Louise V. Weisenburgh (with its successors and assigns, "Landlord") and Texas Hospitality Fund I, LLC (with its successors and assigns, "Tenant").

Landlord, or its predecessor-in-title, has heretofore leased or subleased certain land described in Exhibit A hereto (the "Property") pursuant to that certain ground lease described in Exhibit B hereto.

1. Estoppel. Landlord hereby certifies that (a) the Ground Lease is in full force and effect, (b) to Landlord's knowledge no default has occurred under the Ground Lease and there is no existing condition which, but for the passage of time or the giving of notice, would result in a default under the Ground Lease, to Landlord's knowledge, (c) there have heretofore been no amendments or modifications to or assignments of the Ground Lease, except as listed in Exhibit B, (d) Landlord owns the fee interest in the Property, and such interest is not subject to any mortgage or other material encumbrance, (e) fee title is vested in Landlord by virtue of that certain Trustee's Deed recorded in Real Property Book 4110, Page 165 in the real estate records of Mobile County, State of Alabama, from Bank One as Trustee for Phillip A. Weisenburgh as to an undivided 1/2 interest; that certain Corrective Deed recorded in Real Property Book 4518, Page 444 in the aforesaid records, from Springdale Stores, Inc., and by correction also Grantors Palmer, Thomas, Dozier and Ball, recorded in Real Property Book 4100, Pages 191,184,177 and 170, in the aforesaid records, as to an undivided 1/12 interest; and that certain Estoppel recorded in Real Properly Book 4459, Page 1701, in the aforesaid records, (f) the term of the Lease commenced on August 1, 1963 and will expire on July 31, 2062, unless extended, (g) current base annual rent under the Lease is $1,051.39 and has been paid through and including the most recent due date. The foregoing may be relied upon by any Leasehold Pledgee as defined below, and any assignee of the Ground Lease or interests therein.

2. Notwithstanding anything in the Ground Lease to the contrary, Landlord agrees that, without Landlord's consent, (i) Tenant and/or its direct or indirect equity holders may assign. or mortgage the Ground Lease and/or pledge direct or indirect interests in Tenant to one or more lenders to secure debt in any amount, including without limitation, Cadence Bank, a Mississippi banking corporation; provided however, Landlord receives written notice of such assignment within thirty (30) days of such assignment (such lenders, together with their successors and assigns, a "Leasehold Pledgee"), it being specifically understood that Leasehold Pledgee, as used herein and hereinbelow shall only be such party from which Landlord has received written notice, as hereinabove stated; (ii) Leasehold Pledgee may acquire the Ground Lease or the interests in Tenant, as applicable, through foreclosure or assignment in lieu of foreclosure, and transfer or assign the Ground Lease (or such interests), in its own name or through a nominee, and the resulting Tenant and its assignees shall thereafter be bound by all applicable terms of the Ground Lease, except that Landlord consent shall be required for any transfer to a transferee that (a) does not operate (or retain a management company to operate) a hotel of comparable quality to the hotel operated by the then existing Tenant, and (b) does not have a present net worth comparable to that of the then existing Tenant (or otherwise provide a guaranty of its obligations under the lease from an entity that itself complies with this clause).

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert S Frost whose name as Executive VP of Weisenburgh Co., Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and on behalf of said corporation on the day the same bears date.

Given under my hand and official seal this the 28th day of August, 2024.

(NOTARIAL SEAL)

DEBORAH M PAUL
MY COMMISSION EXPIRES
JANUARY 6, 2025
NOTARY PUBLIC
STATE OF ALABAMA

Deborah M Paul
NOTARY PUBLIC
My Commission Expires: 1-6-2025

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

TENANT:

TEXAS HOSPITALITY FUND I, LLC,
a Delaware limited liability company

By: _____
Malik Kheraj
Its: Member

STATE OF Texas

COUNTY OF Fort Bend

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Malik Kheraj whose name as Member of Texas Hospitality Fund I, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Member and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and official seal this the 28 day of August, 2024.

Jennifer Way
NOTARY PUBLIC
My Commission Expires: 04/30/26

(NOTARIAL SEAL)

JENNIFER WAY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/30/26
NOTARY ID 1120528-8

AMENDED EXHIBIT B

Lease and Agreement dated as of August 1, 1963 (the "Ground Lease"), by and among Charles E. Weisenburgh, Anne Weisenburgh, Phillip A, Weisenburgh, and Louise V. Weisenburgh, collectively, as Lessor, and Thomas Company, Inc., as Lessee, recorded in Real Property Book 447, Page 913, in the records of Mobile County, State of Alabama.

Tenant's interests were assigned pursuant to that certain Deed of Exchange dated as of June 24, 1993, by and between Thomas Company, Inc,, as Grantor, and McKibbon Hotel Group of Mobile, Alabama, Ltd,, as Grantee, recorded June 25, 1993 in Real Property Book 4061, Page 1861, in the aforesaid records, Tenant's interests were further assigned by instrument dated as of May 31, 1996, by and between McKibbon Hotel Group of Mobile, Alabama, Ltd,, as Assignor, and McKibbon Brothers, Inc., recorded in Real Property Book 4378, Page 471, in the aforesaid records.

Tenant's interests were further assigned by instrument, dated as of April 23, 1997, by and between McKibbon Brothers, Inc., as Assignor, and McKibbon Hotel Group of Mobile, Alabama, LLC, recorded in Real Property Book 4459, Page 1609 in the aforesaid records, as further affected by that certain Estoppel and Non Disturbance Agreement, dated as of April 22, 1997, by and between Weisenburgh Co., Inc, (as successor to Charles E, Weisenburgh, Anne Weisenburgh, Phillip A, Weisenburgh and Louise V, Weisenburgh), First Union National Bank and McKibbon Hotel Group of Mobile, Alabama, LLC, recorded on April 23, 1997, in Real Property Book 4459, Page 1609, in the aforesaid records.

Tenant's interests were further assigned pursuant to that certain Assignment and Assumption of Lease, dated December 20, 2004, by and between McKibbon Hotel Group of Mobile, Alabama, LLC, as Assignor, and EQI Mobile, L.P., as Assignee, recorded on May 16, 2007, in Real Property Book 6184, Page 1570, in said records.

Tenant's interests were further assigned pursuant to that certain Assignment and Memorandum of Amendment dated October 25, 2007, by and between EQI Mobile, LP., as Assignor, and W2007 Equity Inns Realty, LLC, as Assignee, recorded on November 26, 2007, in Book 6293, Page 1109, in the aforesaid records.

Ground Lease Estoppel and Agreement dated December 14, 2007 (the "Amendment" together with the Original Lease, the "Ground Lease"), by and between Weisenburgh Co. Inc, as Landlord, and W2007 Equity Inns Realty, LLC, as Assignee, recorded on December 14, 2007, in Book 6344 Page 880, in the aforesaid records.

Ground Lease Estoppel and Agreement dated April 7, 2014, between Weisenburgh Co, Inc,, as Landlord, and W2007 Equity Inns Realty, LLC, as Tenant.

Tenant's interests were further assigned pursuant to that certain Assignment and Assumption of Ground Lease dated as of February 27, 2015, by and between W2007 Equity Inns, LLC and assumption of Ground Lease dated as of February 27, 2015, by and between 2007 Equity Inns, LLC, as assignor and ARC Hospitality Portfolio I MBGL 1000 Owner, LLC, as assignee, recorded in Book 7243, Page 201, aforesaid records.

EXHIBIT B (cont.)

Ground Lease Estoppel and Agreement, dated December 12 2018 between Weisenbergh Co. Inc., as Landlord, and HIT Portfolio I MBGL 1000 Owner, LLC as Tenant.

Assignment and Assumption of Ground Lease dated October 10, 2019, by HIT Portfolio I MBGL 950 Owner, LLC, f/k/a ARC Hospitality Portfolio I MBGL 950 Owner, LLC, and successor-in-interest by merger to HIT Portfolio I MBGL 1000 Owner, LLC, in favor of Shree Sadguru Hospitality, Inc., as recorded in Instrument #2019059876, in the aforesaid records.

Ground Lease Estoppel and Agreement dated August 28, 2024 by Shree Sadguru Hospitality, Inc in favor of Texas Hospitality Fund I, LLC.

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

TEXAS HOSPITALITY FUND I, LLC
DBA RESIDENCE INN / COURTYARD BY MARRIOTT

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010602524	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Colaw

Deputy Commissioner

NAICS CODE: 721110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1000 W I65 SERVICE RD MOBILE AL 36609-1304

LIMITED POWER OF ATTORNEY

STATE OF Texas
COUNTY OF Denton

KNOW ALL MEN BY THESE PRESENTS, that TEXAS HOSPITALITY FUND I, LLC (hereinafter THF) organized and existing under the laws of the State of Delaware constitutes and appoints the law firm of James B. Pittman, Jr., P.C., James B. Pittman, Jr., Jon C. Archer II, Shauna Mosley, Asheton Sawyer, Nicholas Patti, and Amanda Schafner, as true and lawful agent and Attorney-in-Fact (herein called my "Attorney") with full power of substitution, for THF in its name, place and stead to do every act of every kind with respect to the transfer, application or renewal of Alabama Beverage Control liquor licenses, business licenses, and any license or permit necessary to obtain an alcohol, city, or business license applied for or in the name of THF and to act on its behalf in any and all counties and/or cities in the State of Alabama, with all the powers the undersigned would possess if personally present for the transaction of business with regard to the transfer, application or renewal of said licenses including signing documents with respect to the above-described matters.

Pu THF COOPER as its Attorney-in-Fact. No person dealing with THF's said Attorney shall be required to see to the application of any funds or property paid or given for my account and the receipt given by, or any other juristic acts performed by THF's said Attorney shall be as final and binding upon THF's interest in the transfer as if performed by THF.

This Special Power of Attorney may be revoked by THF in whole or in part at any time by delivering or causing to be delivered to my said Attorney written notice of such revocation, provided, however, that no such revocation shall vitiate, invalidate, or impair any action taken prior to receipt of such written notice. Unless sooner terminated, this Power of Attorney shall remain in full force and effect for one year from the date of execution below.

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by THF's Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from THF that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or contention by THF, its successors, or assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19 day of August, 2025.

TEXAS HOSPITALITY FUND I, LLC

By: ABDULMALIK KHERAJ
As Its: MEMBER

STATE OF Texas

COUNTY OF Denton

I, Twila Waldrop, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ABDULMALIK KHERAJ whose name as Member of TEXAS HOSPITALITY FUND I, LLC., is signed to the foregoing assignment and who is known to me, acknowledged before me on this day, that being informed of the contents of said assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official notarial seal this the 19th day of August, 2025.

TWILA WALDROP
Notary Public, State of Texas
Comm. Expires 10-06-2027
Notary ID 131187623

Notary Public
My Commission Expires: 10-6-27

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TEXAS HOSPITALITY FUND I, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2020.





7776068 8300

SR# 20201662636

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202480534

Date: 02-28-20

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Texas Hospitality Fund I , LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 8 The Green STE A (street), in the City of Dover , Zip Code 19901 . The name of the Registered Agent at such address upon whom process against this limited liability company may be served is A Registered Agent, Inc. .

By: _____
Authorized Person

Name: Mark G. Wendaur IV
Print or Type

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☑ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☑ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Texas Hospitality Fund I LLC	Courtyard Mobile

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
1000 W 165 Service Rd S	Mobile	AL	36609

Business Contact Person Information

Name	Title	Phone	Email
Shauna Mosley	attorney in fact	[redacted]	shauna@jbplaw.com

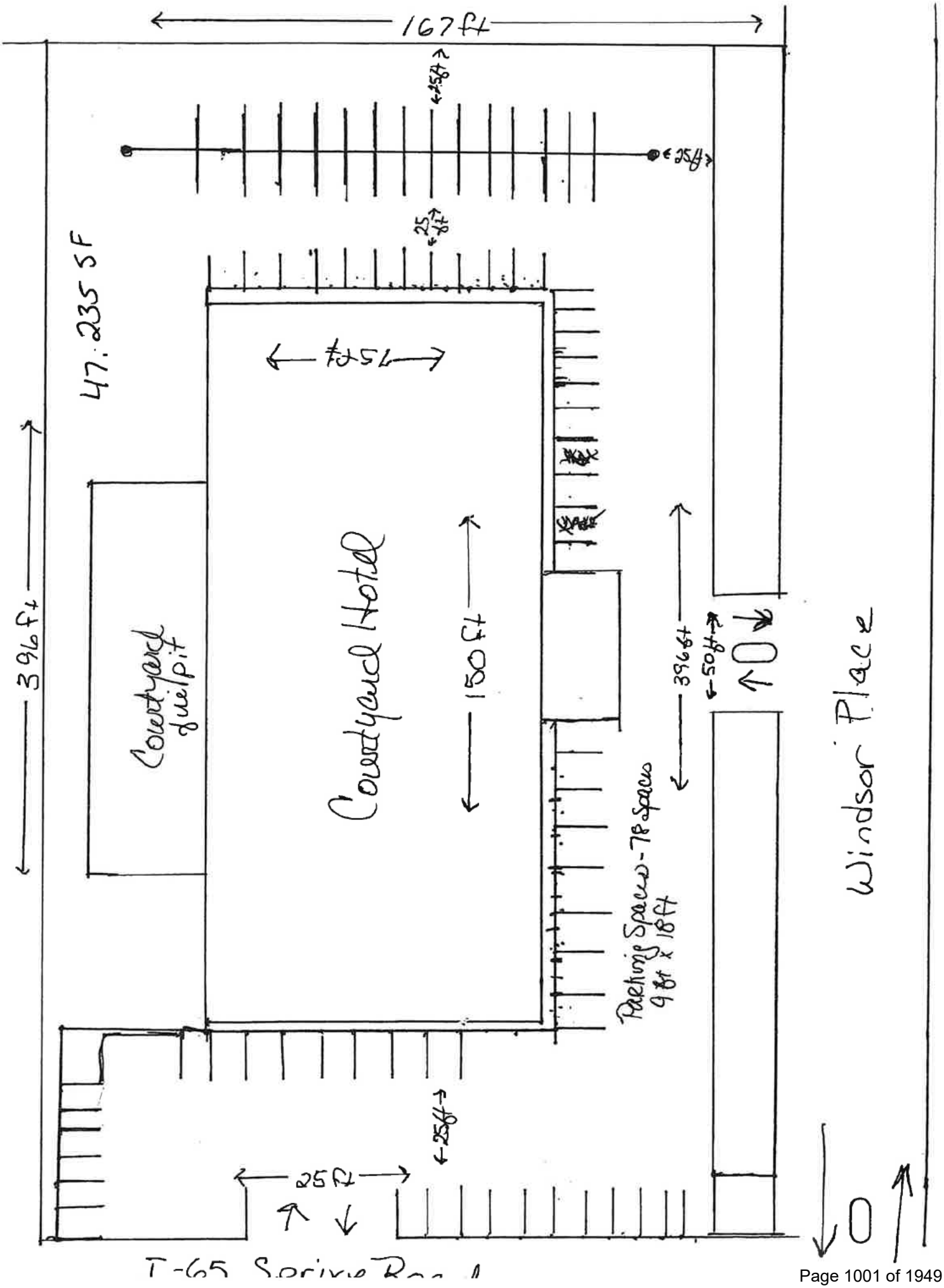
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
47,235	79		OK	B-3	OK

Comments

OK per previous approvals

Print Name	Signature	Date
Jackson Taylor	Jackson Taylor	4-20-2026


167 ft
25 ft
25 ft
25 ft
47.235 SF
75 ft
396 ft
Courtyard Hotel
Courtyard Quilpit
150 ft
396 ft
50 ft
Parking Spaces - 78 Spaces
9 ft x 18 ft
Windsor Place
25 ft
25 ft
I-65 Service Road

RESOLUTION

Sponsored by: SAMATHA 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 **357 CASSIDY STEET** 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 **357 CASSIDY STREET** described as:

LOT 9 SILVERHILL ADD DBK 107 NS P 19 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 213

Last Assessed to: WILKERSON TERRANCE J

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 20, 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 28, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **357 CASSIDY STREET.** OWNED BY OR MAY HAVE AN INTEREST: **WILKERSON TERRANCE J** 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 02 44 0 030 213
COUNCIL DISTRICT 2 – SAMATHA INGRAM
LEGAL DESCRIPTION: LOT 9 SILVERHILL ADD DBK 107 NS P 19 #SEC 44 T4S R1W #MP29 02 44 0 030
GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

357 CASSIDY 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	11/24/2025	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-5-26

Voted 5-0-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 357 Cassidy 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.


357
NOTICE
4/17/2026 8:53


4/17/2026 8:56


4/17/2026 8:56


4/17/2026 8:54


4/17/2026 8:54


4/17/2026 8:55


4/17/2026 8:55


4/17/2026 8:55


4/17/2026 8:55

Affidavit of Mailed Notice

APRIL 20, 2026

State of Alabama
County of Mobile

Subject Property – 357 Cassidy Street.

My name and official title 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

Terrance J. Wilkerson
357 Cassidy Street
Mobile AL 36617-3960

March 6, 2026

Re: 357 Cassidy Street
Project Number: ME-006-26

Dear Terrance J. Wilkerson:

On February 26, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 357 Cassidy Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 9 SILVERHILL ADD DBK 107 NS P 19 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 213

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 20, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 20, 2026,** provide the Code Official with a work plan to accomplish the repairs by **April 20 , 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 20, 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 28 , 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) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **357 Cassidy Street** Date: January 30, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 28, 2026

Per the Title Report, the owner is: Terrance J. Wilkerson

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Terrance J. Wilkerson 357 Cassidy St Mobile AL 36617-3960	Location/subject address – Owner – Phone number is 972-709-6225 good 2023
2	Terrance J. Wilkerson 1415 Main St Apt 504 Dallas TX 75202-4059	Revenue Commission website mailing address good 2022-2026
3	Terrance J. Wilkerson c/o Denise Wilkerson 115 E California Ave Ste 450 Oklahoma City OK 73104-2516	Wife of owner per LexisNexis – Phone number is same as listed for owner.
4	Terrance J. Wilkerson c/o Denise Wilkerson 3746 Shady Hill Dr Dallas TX 75229-2711	LexisNexis address good 12/2025
5	Terrance J. Wilkerson c/o Monica Wilkerson Clarke 210 Turnfield Dr West Columbia SC 29170-3894	Sibling per LexisNexis – Paid 2021 property taxes – Phone numbers are 803-513-5357, 270-377-1602 and 803-476-7970 good 2025

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: C J SMALL – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **1202 GORGAS 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 **1202 GORGAS STREET** described as:

LOT 2 BLK 23 BASCOMBE TRT DBK 128 P 1 #SEC 37 T4S R1W #MP29 10 37 0 006
Parcel Number: 29 10 37 0 006 004.

Last Assessed to: MCCANTS LUCILLE & ANNA MASSEY

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 20, 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 28, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1202 GORGAS STREET.** OWNED BY OR MAY HAVE AN INTEREST**: MCCANTS LUCILLE & ANNA MASSEY** 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 37 0 006 004
COUNCIL DISTRICT 3 – C J SMALL
LEGAL DESCRIPTION: LOT 2 BLK 23 BASCOMBE TRT DBK 128 P 1 #SEC 37 T4S R1W #MP29 10 37 0 006
GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1202 GORGAS 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	Y
Survey Date	10/02/2025	Comments	

Property Score			
Score	83	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: 1202 Gorgas Street **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.


1202
NOTICE
NO BUMPING
4/17/2026 9:43


4/17/2026 9:44


4/17/2026 9:43


4/17/2026 9:43

Affidavit of Mailed Notice

APRIL 20, 2026

State of Alabama
County of Mobile

Subject Property – 1202 GORGAS STREET.

My name and official title 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 **9** 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
1202 Gorgas Street
Mobile AL 36605-4704

March 6, 2026

Re: 1202 Gorgas Street
Project Number: ME-064-25

Dear Guardian Tax AL, LLC c/o C T Corporation System:

On February 26, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 1202 Gorgas Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 2 BLK 23 BASCOMBE TRT DBK 128 P 1 #SEC 37 T4S R1W #MP29 10 37 0 006

Parcel Number: 29 10 37 0 006 004

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 20, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 20, 2026,** provide the Code Official with a work plan to accomplish the repairs by **April 20 , 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 20, 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 28 , 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) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

SANCE ABATEMENT WORKSH

RE: 1202 Gorgas Street Date: January 16, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 12, 2026

Per the Title Report, the owner is: Lucille McCants & Anna Massey

Notes: Both owners are sisters. Both owners are deceased. I listed their heirs and relatives that paid taxes in 2020 through 2024.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 1202 Gorgas St Mobile AL 36605-4704	Subject/location address
2	Anna Johnson 4114 Springdale Rd Mobile AL 36609-6120	Granddaughter of Lucille McCants, LexisNexis address good 12/2025. Phone numbers are 251-349-8427 and 251-432-2307 good 2026
3	Anna Johnson 1252 Gorgas St Mobile AL 36605-4731	LexisNexis address good 6/2025
4	George Johnson 1200 Gorgas St Mobile AL 36605-4704	Grandson of Lucille McCants, LexisNexis address good 12/2025. Phone number is 251-432-6278 good 2025
5	George Johnson 1702 A St Ste C Sparks NV 89431-7063	LexisNexis address good 6/2024
6	Georgette Johnson 2359 Stanton Ct Mobile AL 36617-2714	Great Granddaughter of Lucille McCants. LexisNexis address good 11/2025. Phone number is 251-421-7157 good 8/2025. Revenue Commission website mailing address good from 2024 to 2026

7	Georgette Johnson 7380 Hitt Rd Apt 306 Mobile AL 36695-4433	LexisNexis address good 10/2024, paid 2023 and 2024 property taxes. Revenue Commission website mailing address good 2023
8	Leslie Massey c/o Leantris Massey 1335 Basil St Mobile AL 36603-5488	Relative of Leslie Massey. Lexis only shows a nursing home address for Leslie Massey. Send notice to relative. Phone number 251-382-8625 good 1/2025.
9	Leslie Massey c/o Leantris Massey 2558 Pathway PL Apt B Mobile AL 36606-2324	Lexisnexis address good 12/2025

TAX STATUS: 2025 TAXES ARE DELINQUENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Lucille McCants & Anna Massey, filed 11/6/2025, recorded 12/2/2025, instrument number 2025070505.

RESOLUTION

Sponsored by: GINA GREGORY – District 7

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 **7310 4TH STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No.4, 5, 7, 8,14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7310 4TH STREET** described as:

THE E 50 FT OF LOT 5 BLK 2 DIXIELAND BABY FARMS ACC TO PLAT REC IN MBK 5/439 DESC AS FOLL FROM SW COR OF LOT 5 RUN ELY ALG N/L OF 4TH ST 150 FT TO POB CONT ELY ALG N/L 4TH ST 50 FT TH DEFL 90 DEG 04 MIN LT RUN NLY ALG E/L LOT 5 80 FT TH DEFL 89 DEG 56 MIN LT RUN WLY ALG N/L LOT 5 50 FT TH DEFL 90 DEG 04 MIN LT RUN SLY & PAR TO W/L OF LOT 5 80 FTO BEG #SEC 18 T4S R2W #MP28 04 18 4 002

Parcel Number: 28 04 18 4 002 066

Last Assessed to: BROWN REBECCA

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 20, 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 28, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7310 4TH STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BROWN REBECCA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 04 18 4 002 066
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: THE E 50 FT OF LOT 5 BLK 2 DIXIELAND BABY FARMS ACC TO PLAT REC IN MBK 5/439 DESC AS FOLL FROM SW COR OF LOT 5 RUN ELY ALG N/L OF 4TH ST 150 FT TO POB CONT ELY ALG N/L 4TH ST 50 FT TH DEFL 90 DEG 04 MIN LT RUN NLY ALG E/L LOT 5 80 FT TH DEFL 89 DEG 56 MIN LT RUN WLY ALG N/L LOT 5 50 FT TH DEFL 90 DEG 04 MIN LT RUN SLY & PAR TO W/L OF LOT 5 80 FTO BEG #SEC 18 T4S R2W #MP28 04 18 4 002
GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

7310 FOURTH 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	12/19/2025	Comments	

Property Score			
Score	58	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-5-24

Notice Sto O For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W.ALEXANDER **Date:** 3-09-2026

Property Address: 7310 4th Street **District No:** 7

☐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.

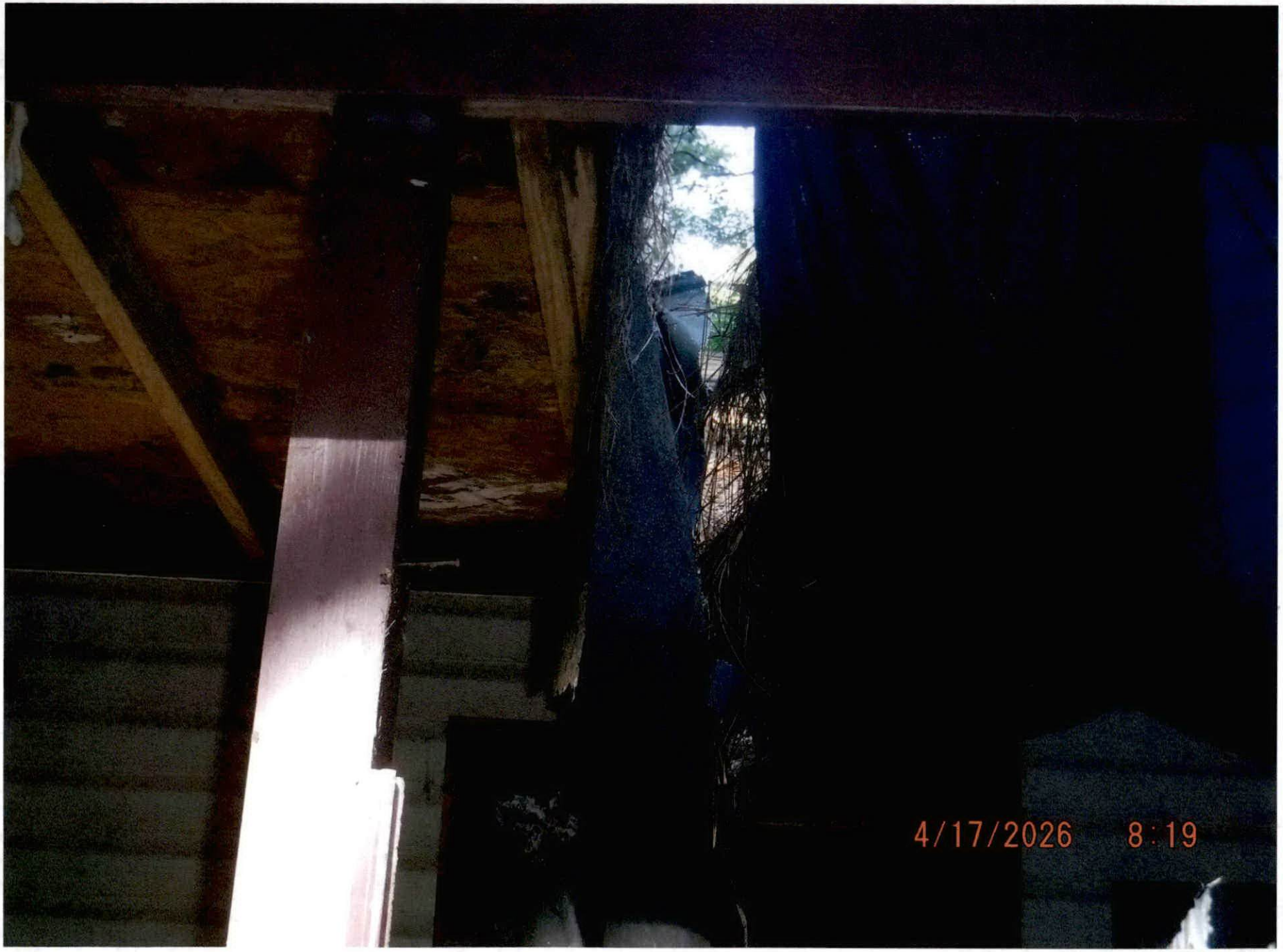
☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐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.


7310
4/17/2026 8:17


4/17/2026 8:19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4/17/2026 8:19


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4/17/2026 8:20

Affidavit of Mailed Notice

APRIL 20, 2026

State of Alabama
County of Mobile

Subject Property – 7310 4TH STREET.

My name and official title 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

Rebecca Brown c/o Ellis Herman Brown
7310 4th Street
Mobile AL 36608-5125

March 12, 2026

Re: 7310 4th Street
Project Number: ME-004-26

Dear Rebecca Brown c/o Ellis Herman Brown:

On March 9, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 7310 4th Street.

I. **PROPERTY** The legal description of the Property is as follows:

THE E 50 FT OF LOT 5 BLK 2 DIXIELAND BABY FARMS ACC TO PLAT REC IN MBK 5/439 DESC AS FOLL FROM SW COR OF LOT 5 RUN ELY ALG N/L OF 4TH ST 150 FT TO POB CONT ELY ALG N/L 4TH ST 50 FT TH DEFL 90 DEG 04 MIN LT RUN NLY ALG E/L LOT 5 80 FT TH DEFL 89 DEG 56 MIN LT RUN WLY ALG N/L LOT 5 50 FT TH DEFL 90 DEG 04 MIN LT RUN SLY & PAR TO W/L OF LOT 5 80 FTO BEG #SEC 18 T4S R2W #MP28 04 18 4 002

Parcel Number: 28 04 18 4 002 066

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 26, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 26, 2026,** provide the Code Official with a work plan to accomplish the repairs by **April 26 , 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 26, 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 May 5 , 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) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **7310 4th 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: Rebecca Brown

Notes: Rebecca is 81 years old. I listed her in care of person listed on the Revenue Commissioner's website mailing address. There is a possible Medicaid lien against the property from a previous deceased owner. See the documents attached.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rebecca Brown c/o Ellis Herman Brown 7310 4th St Mobile AL 36608-5125	Subject/location address – LexisNexis address good 12/2025 – Owner and c/o relative – Phone number is 251-513-1292
2	Rebecca Brown c/o Ellis Herman Brown 184 Greenfield Rd Mattapan MA 02126-1143	Lexisnexis address for c/o person good 12/2025 and per Revenue Commission website mailing address good 2025-2026 Phone numbers are 339-225-2749, 617-980-0305 good 2025

TAX STATUS: 2025 TAXES ARE DUE AND DELINQUENT AND NEED TO BE PAID BEFORE MAY 2026 OR GO IN TAX LIEN SALE.

Parties with recorded liens per Title Report:

3	Alabama Medicaid Agency PO Box 5624 Montgomery AL 36103-5624	Medicaid Lien case no. 2017-420 against Estate of Florence Phillips.

Open Mortgages: NONE

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 21, 2026**

SUBJECT: **Weed Lien Group 1673 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1673.** Please place these on the City Council's Agenda for **April 28, 2025.**

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	
	1673	Res. No.
12/9/2025	LOTS TO BE DECLARED	58-1516
1/13/2026	LOTS FOR PUBLIC HEARING	58-023
4/28/2026	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	610 Rickarby St	67676	97570	$ 244.50	2	
2	1565 Duval St	72463	97573	$ 50.00	3	CBO
3	1814 LaSalle St	58973	97574	$ 50.00	2	CBO
4	666 Ruth St	53065	97575	$ 50.00	2	CBO
5	668 Ruth St	53067	97576	$ 182.00	2	
6	0 McArthur St	70463	97578	$ 50.00	1	CBO
	Par. No. (29 02 44 0 009 022.XXX)					
7	0 Northwest Dr	70181	97579	$ 182.00	1	
	Par. No. (29 03 07 1 000 033XXX)					
8	1057 Rotterdam St	50383	97580	$ 182.00	2	
9	1317 Lola St	65542	97581	$ -	2	CBD
10	1102 Rotterdam St	50391	97582	$ 185.00	2	
11	1307 Willow Lane	50932	97587	$ 464.00	3	
12	1300 Silver Dr	70918	97588	$ 252.00	1	
13	2650 Main St	67788	97589	$ 236.00	1	
14	0 Next St	67677	97590	$ 182.00	1	
	Par. No. (29 02 44 0 013 373.XXX)					
15	357 Cassidy St	70433	97591	$ 132.00	2	
16	705 Petit Ave	61364	97593	$ 50.00	1	CBO
17	615 Dexter Ave	69572	97594	$ 50.00	2	CBO
18	0 Lemon St	69086	97595	$ 50.00	2	CBO
	Par. No. (29 10 28 4 004 053.XXX)					
19	2500 Greenlawn Dr	56537	97600	$ 215.00	3	
20	1812 Brownlee St	51170	97601	$ 201.09	1	
				$ 3,007.59		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	7	1	5
2	10	2	5
3	3	3	2
4	0	4	0
5	0	5	0
6	0	6	0
7	0	7	0
	20		12

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

Tony Tatum 4-22-26
Marchetta Tate 4-22-26

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **LEIGH ISAAC U II**

Address: **P. O. BOX 11**

City, State, Zip: **MOBILE, AL 36601-0011**

Group Number: **1673** Item # **1**

Lot Description: **LOTS 10 & 11 BLK 2 RICKARBY PL DBK 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 005 (29 10 28 2 005 035.XXX) 610 RICKARBY ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		15,000	$	0.0125	$	**187.50**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**244.50**

Sheila Dean
SECRETARY

Machette Dante
INSPECTOR

Jay Parker
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **BATES JESSIE JAMES**
A LIFE ESTATE C/O
GENEVA BATES BRIGHT

Address: **7646 COTTAGE HILL RD APT 1109**

City, State, Zip: **MOBILE, AL 36695-2848**

Group Number: **1673** Item # **2**

Lot Description: **LOT 10 BLK 3 OLLINGER & STE IN SUB OF PART OF BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 020.XXX) 1565 DUVAL ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,482	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 Tate
INSPECTOR

Tony Parker
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **EK REAL ESTATE FUND I LLC**

Address: **P. O. BOX 818081**

City, State, Zip: **CLEVELAND, OH 44181-8081**

Group Number: **1673** Item # **3**

Lot Description: **LOT 6 LEE PLACE DBK 132 NS P 344 #SEC 28 T4S R1W #MP29 10 28 2 001 (29 10 28 2 001 018.XXX) 1814 LA SALLE ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,725	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 21, 2026

Lot Owner:	**HONEY BEE REAL ESTATE LLC**		
Address:	**206 CONGRESS ST UNIT A**		
City, State, Zip:	**MOBILE, AL 36603-6408**		
Group Number:	**1673**	Item #	**4**

Lot Description: **LOT 16 BLK 1 FULTON HOMES DBK 156 P 426 #SEC 28 T4S R1W #MP29 10 28 3 002 (29 10 28 3 002 082.XXX) 666 RUTH ST**

Nuisance Date:	12/9/2025	Posting Date:	1/6/2026	Hearing Date:	1/13/2026
Date lot was cut:	N/A	Contractor: N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,179	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**

Sheila Dean
SECRETARY

Marguerite Tante
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **DAVIS SAMUEL JR & M L**
DAVIS DIXON

Address: **P. O. BOX 9052**

City, State, Zip: **MOBILE, AL 36691-0052**

Group Number: **1673** Item # **5**

Lot Description: **LOT 15 BLK 1 FULTON HOMES DBK 156 P 426 #SEC 28 T4S R1W #MP29 10 28 3 002 (29 10 28 3 002 083.XXX) 668 RUTH ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,595	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Sheila Dixon
SECRETARY

Marybeth Jaste
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **MORRIS ESSIE LEE**

Address: **684 LESLIE AVE**

City, State, Zip: **MOBILE, AL 36617-3002**

Group Number: **MOBILE,** Item # **6**

Lot Description: **LOTS 38,39 & 40 RESURVEY OF BLK 3 1ST EXT TO ST STEPHEN S HIGHLANDS MBK 4 PG 41 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 022.XXX) 0 McARTHUR ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,200	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 21, 2026

Lot Owner: **ILLINOIS CENTRAL GULF RR**

% CN - BUS REV & R/ETATE

Address: **1 ADMINISTRATION ROAD FL 1**

City, State, Zip: **CANADA,**

Group Number: **1673** Item # **7**

Lot Description: **LOT 272 REV & EXT TO LIBERTY PARK MBK 5 P 66 #SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 033.XXX) 0 NORTHWEST DR**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,500	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	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelia Dean
SECRETARY

Marchetta Saute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **PENN MARQUIS ROMEL JR**

Address: **1057 ROTTERDAM ST**

City, State, Zip: **MOBILE, AL 36605-1723**

Group Number: **1673** Item # **8**

Lot Description: **LOT 13 BLK 7 TOULMIN TRT OF JOSEPH A HYNDE SUB OF TOULMIN TRT DBK 142 P 219 #SEC 28 T4S R1W #MP29 10 28 4 001 (29 10 28 4 001 077.XXX) 1057 ROTTERDAM ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,265	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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Sheila Dean
SECRETARY

Marchetta Jante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 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:	**1673** Item # **10**

Lot Description: **COM AT E/L LOT 5 BLK 9 ACC TO MAP OF D M N ROSS SD SQ BDED BY ROTTERDAM, AMSTERDAM, LIMERICK & WATERFORD STS AT PT 43.4 FT S OF NE COR LOT 5 & POB BEING ON W/L ROTTERDAM ST TH S ALG E/L LOT 5 43 FT TO PT TH W & PAR WITH LOTS 4 & 5 112 FT TH N 43 FT & PAR WITH ROTTERDAM ST TH E & PAR WIITH N/L LOTS 4 & 5 112 FT TO BEG TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 025.XXX) 1102 ROTTERDAM ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,816	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**185.00**

Sheila Dean
SECRETARY

Marchetta Tasto
INSPECTOR

Gary Jordan
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
April 21, 2026

Lot Owner:	**BOWEN GLOBAL ENTERPRISES LLC**		
Address:	**2600 CRESCENT CLUB DR**		
City, State, Zip:	**HIXSON, TN 37343-4517**		
Group Number:	**1673**	Item #	**11**

Lot Description: **LOT 19 BLK 1 FULTON RIDGE ESTATES MBK 4 P 110-115 #SEC 32 T4S R1W #MP29 11 32 4 003 (29 11 32 4 003 074.XXX) 1307 WILLOW LANE**

Nuisance Date:	12/9/2025	Posting Date:	1/6/2026	Hearing Date:	1/13/2026
Date lot was cut:	4/16/2026	Contractor: James Perryman			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,797	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		3	$	3.00	$	**9.00**
Debris Removal	Cubic Yard	40	$	7.00	$	**280.00**
		Total Project Cost:			$	**464.00**

Shelia Dean
SECRETARY

Marchetta Yaute
INSPECTOR

Gary Parker
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **BOWEN GLOBAL ENTERPRISES LLC**

Address: **2600 CRESCENT CLUB DR**

City, State, Zip: **HIXSON, TN 37343-4517**

Group Number: **1673** Item # **12**

Lot Description: **W 1/2 LOT 1 BLK 2 PARADISE PARK SUBD MBK 6 PGS 147-148 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 102.XXX) 1300 SILVER DR**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,096	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	11	$	7.00	$	**77.00**
		Total Project Cost:			$	**252.00**

Shelia Dean
SECRETARY

Marshette Nute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **JMK INVESTMENT INC**

C/O BOWEN GLOBAL ENTERPRISES LLC

Address: **2600 CRESCENT CLUB DR**

City, State, Zip: **HIXSON, TN 37343-4517**

Group Number: **1673** Item # **13**

Lot Description: **E 1/2 LOT 1 BLK 2 PARADISE PARK SUBD MBK 6 PGS 147-148 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 102.01X) 2650 MAIN ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,595	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		4	$	3.00	$	**12.00**
Debris Removal	Cubic Yard	7	$	7.00	$	**49.00**
		Total Project Cost:			$	**236.00**

Shelia Dean
SECRETARY

Marchette Tate
INSPECTOR

Jay Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 21, 2026

Lot Owner: **LITTRELL STEVIE**
Address: **P. O. BOX 74**
City, State, Zip: **KODAK, TN 37764-0074**
Group Number: **1673** Item # **14**

Lot Description: **LOT 5 OF BLK 15 2ND SUB OF LAFARGUE PLACE MBK 6 P 463 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 373.XXX) 0 NEXT ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026
Date lot was cut: 4/16/2026 Contractor: James Perryman

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	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Shelia Dean
SECRETARY
Marquette Tarte
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **WILKERSON TERRANCE J**

Address: **1415 MAIN ST APT 504**

City, State, Zip: **DALLAS, TX 76202-4059**

Group Number: **1673** Item # **15**

Lot Description: **LOT 9 SILVERHILL ADD DBK 107 NS P 19 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 213.XXX) 357 CASSIDY ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,971	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	0	$	50.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**132.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

Tony Taylor
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
April 21, 2026

Lot Owner:	**BATES JOE C & CECIL**
Address:	**P. O. BOX 875318**
City, State, Zip:	**LOS ANGELES, CA 90087-0418**
Group Number:	**1673** Item # **16**

Lot Description: **LOT 1 BLK 3 RESUB 1ST UNIT GULF HGTS SUB MBK 5 P 633-6 34 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 126.XXX) 705 PETIT AVE**

Nuisance Date:	12/9/2025	Posting Date:	1/6/2026	Hearing Date:	1/13/2026
Date lot was cut:	N/A	Contractor: N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	16,513	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 Tante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner:	**MATIAS JORGE ENRIQUE OJENDA**		
Address:	**8157 CLARY DR**		
City, State, Zip:	**LAUREL HILL, FL 32567-2156**		
Group Number:	**1673**	Item #	**17**

Lot Description: **BEG NW COR LOT 11 BLK 25 GLENDALE PARK DBK 61 PG 316 TH S 50 FT TH ELY 127 FT(S) TH NLY 50 FT TH WLY 127 FT(S) TO POB BEING LOT 11 & PT VACATED ALLEY BLK 25 SD SUB SEC 27 T4S R1W #SEC 27 T4S R1W #MP29 10 27 2 003 (29 10 27 2 003 101.XXX) 615 DEXTER AVE**

Nuisance Date:	12/9/2025	Posting Date:	1/6/2026	Hearing Date:	1/13/2026
Date lot was cut:	N/A	Contractor: N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,320	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 Dear
SECRETARY

Marchetta Tarte
INSPECTOR

Mary Ford
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **CARMICHAEL PROPERTY GOUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Group Number: **1673** Item # **18**

Lot Description: **LOT 8 BLK 6 TROPICAL PLACE DBK 117 PG 81 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 053.XXX) 0 LEMON ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,250	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 Pearson
SECRETARY

Marquetta Scott
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner:	**MODERN LIVING PROPERTIES LLC**
Address:	**11 N WATER ST STE 10290**
City, State, Zip:	**MOBILE, AL 36602-5010**
Group Number:	**1673** Item # **19**

Lot Description: **LOT 74 MORNINGSIDE MANOR 1ST UNIT MBK 6 P 432 #SEC 06 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 181.XXX) 2500 GREENLAWN DR**

Nuisance Date:	12/9/2025	Posting Date:	1/6/2026	Hearing Date:	1/13/2026
Date lot was cut:	4/16/2026	Contractor: James Perryman			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,881	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		11	$	3.00	$	**33.00**
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**215.00**

Shelia Dow
SECRETARY

Marchetta Toute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 21, 2026

Lot Owner: **WARD STEPHANIE MICHELLE**

Address: **10080 WULFF RD S**

City, State, Zip: **SEMMES, AL 36575-6112**

Group Number: **1673** Item # **20**

Lot Description: **LOTS 20 & 21 BLK 2 OF ST STEPHENS TERRACE DBK 156 NS PG 516 #SEC 44 T4S R1W #MP29 02 44 0 015 (29 02 44 0 015 460.XXX) 1812 BROWNLEE ST**

Nuisance Date: 12/9/2025 Posting Date: 1/6/2026 Hearing Date: 1/13/2026

Date lot was cut: 4/16/2026 Contractor: James Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		11,527	$	0.0125	$	**144.09**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**201.09**

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 1673** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$8,000.00*** *to* ***Lexington Homeowners Association****,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Lexington Homeowners Association****,* 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 ***Lexington Homeowners Association*** will be used to ***assist with the neighborhood beautification.***

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$8,000.00*** *to* ***Lexington Homeowners Association****,* 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 Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate **$2,500.00** to **Japanese Garden Foundation, Inc.**,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Japanese Garden Foundation, Inc.**,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Japanese Garden Foundation, Inc*** will be used to ***assist with the 2026 Sister City Student Exchange.***

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$2,500.00** to **Japanese Garden Foundation, Inc.**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember Beau Fleming

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$1,000.00*** *to* ***VIA Community Center****,* from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***VIA Community Center****,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***VIA Community Center*** will be used to ***assist with the "Cheers to the Years" gala on August 20, 2026.***

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***VIA Community Center****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember Beau Fleming

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$1,000.00*** *to* ***Mobile Botanical Gardens****,* from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mobile Botanical Gardens****,* is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile Botanical Gardens*** will be used to ***assist with the "One Enchanted Evening" on May 7, 2026***

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Mobile Botanical Gardens****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate* ***$2,500.00*** *to* ***Charlotte Oaks Homeowners Association, Inc.,*** from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Charlotte Oaks Homeowners Association, Inc.,*** is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Charlotte Oaks Homeowners Association, Inc.*** will be used to ***assist with the neighborhood's beautification project.***

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,500.00*** *to* ***Charlotte Oaks Homeowners Association, Inc.*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate* ***$1,000.00*** *to* ***Japanese Garden Foundation, Inc.,*** from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Japanese Gardens Foundation, Inc.,*** is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Japanese Garden Foundation, Inc.*** will be used to ***assist with 2026 Sister City Student Exchange.***

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Japanese Garden Foundation, Inc.*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 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 Putterman Athletics LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Putterman Athletics LLC Inc for quilted acoustic panels for Lavretta Park pickleball courts
CIP - Lavretta Pickleball Court Improvements

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,153.43

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
10858	2026	(2050) FLEET MANAGEMENT – GARAGE	QUILTED ACOUSTIC PANELS FOR LAVRETTA PARK PICKLEBALL COURTS (PRICE BELOW BID REQUIREMENT)	$29,153.43	(299604) PUTTERMAN ATHLETICS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010858-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PUTTERMAN ATHLETICS	MECHANICAL SYSTEMS
880 N SPRING GARDEN AVE	850 OWENS STREET
	MOBILE, AL 36604
DELAND, FL 32720	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#386-222-3049	Delivery Reference
	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/26	299604				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE QU025612			
001	NGMLV-QPS3-B/B-CSTM NoiseGard Quilted Panel Black on Black-Custom Panel with 3mm MLV inside, color is black quilting on black outer vinyl (86) 7'4" TX 3'3" W (2) 6'7" T x 4'1" W Doors (1) 7" T x 4'7" W Transom (1) 6" T x 4'7" W Transom 87 Panels in Total to Cover 347 LF	2544.75 SQ FT	11.07145	28174.07
	Additional Description Notes			
	THIS IS TO MATCH WHAT IS CURRENTLY IN PLACE ON THE PICKLE BALL COURT ENDS			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1051 .CONSTRUCTN. .			28174.07
	Ship To			
	MECHANICAL SYSTEMS			
	850 OWENS STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	BRENDA PARKER			
	Deliver To			
	MECHANICAL SYSTEMS			

Bill To	Requisition 00010858-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PUTTERMAN ATHLETICS	MECHANICAL SYSTEMS
880 N SPRING GARDEN AVE	850 OWENS STREET
	MOBILE, AL 36604
DELAND, FL 32720	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#386-222-3049	Delivery Reference
	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/26	299604				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	850 OWENS STREET MOBILE, AL 36604			
002	TIES120 Heavy Duty Tie Wraps, 8" winds-1OOct	8.00 EACH	14.92000	119.36
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1051 .CONSTRUCTN. .			119.36
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
	Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
003	SHOOKBLK Black S Hook	348.00 EACH	0.00000	0.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1051 .CONSTRUCTN. .			.00

Bill To	Requisition 00010858-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
PUTTERMAN ATHLETICS 880 N SPRING GARDEN AVE DELAND, FL 32720 Tel#386-222-3049	MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 MYRA.JACKSON@CITYOFMOBILE.ORG Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/26	299604				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
004	FREIGHT	1.00 EACH	860.00000	860.00
	Additional Description Notes --- PER YOUR QUOTE #QUO25612 Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1051 .CONSTRUCTN. .			860.00

Bill To	Requisition 00010858-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
PUTTERMAN ATHLETICS	MECHANICAL SYSTEMS
880 N SPRING GARDEN AVE	850 OWENS STREET
	MOBILE, AL 36604
DELAND, FL 32720	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#386-222-3049	Delivery Reference
	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/26	299604				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 29153.43

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C1051 .CONSTRUCTN. .	29153.43	.01

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	29153.43	643381.69
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/20/26	CHAD HOLM	Auto approved by: 91055453
Approved	04/20/26	CLIFTON THOMAS	
Approved	04/20/26	BRENDA RHODES	

Bill To	Requisition 00010858-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
PUTTERMAN ATHLETICS	MECHANICAL SYSTEMS
880 N SPRING GARDEN AVE	850 OWENS STREET
	MOBILE, AL 36604
DELAND, FL 32720	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#386-222-3049	Delivery Reference
	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/26	299604				FACILITY MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/20/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	04/21/26	DONALD ROSE		Auto approved by: 910518227	
	Approved	04/21/26	SANDRA LEWIS			
	Approved	04/21/26	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	04/21/26	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	04/21/26	JAMES NEESE		Auto approved by: 910518227	
	Approved	04/21/26	PATRICIA KENNEDY-JONES		Auto approved by: 910518227	
	Approved	04/21/26	REBECCA CRUMPLER		Auto approved by: 910518227	
	Approved	04/21/26	ANNE FOLEY		Auto approved by: 910518227	
	Approved	04/21/26	JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Base Line Services Agreement with the Downtown Mobile District Management Corporation for the Downtown Mobile Business Improvement District (BID)

Amount of Contract:
Annual Payment of $165,275.61 for a period of 5 years; Total Contract Amount: $826,378.05

Funding Source
10049075.42080

ATTACHMENTS:
1. RESOLUTION BID Baseline Services Agreement
2. Downtown BID Baseline Services Agreement - Draft 12.13.26

REVIEWERS:
Patricia Primm
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Base Line Services Agreement between City of Mobile and the Downtown Mobile District Management Corporation, in which the parties agree to supplemental services in the downtown District, as outlined in the agreement attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

DOWNTOWN MOBILE BUSINESS IMPROVEMENT DISTRICT
BASE LINE SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") by and between the Downtown Mobile District Management Corporation, an Alabama not for profit corporation (the "Corporation"), and the City of Mobile, a body politic and corporate of the State of Alabama (the "City").

RECITALS

WHEREAS, on May 3, 2004, Senate Bill No. 146 was signed into law by the Governor of the State of Alabama (hereinafter referred to as the "Enabling Law"); and

WHEREAS, the Enabling Law authorizes the City to adopt an ordinance for the creation and maintenance of a Self-Help Business Improvement District within its boundaries; and

WHEREAS, pursuant to the Enabling Law, the City adopted Ordinance No. 50-039 on May 10, 2005 ("Ordinance") creating the Downtown Mobile Business Improvement District (hereinafter referred to as the "District"); and

WHEREAS, the Enabling Law and the Ordinance each provide that the District shall be established for an initial period of five (5) years and that thereafter, the Mobile City Council shall vote to continue, modify or terminate the District; and

WHEREAS, the Mobile City Council approved the continuation of the District for additional periods of five (5) years each by resolutions adopted on December 1, 2009, November 12, 2014, November 26, 2019 and November 5, 2024, respectively; and

WHEREAS, the Ordinance designated the Corporation as the entity to provide Supplemental Services within the District; and

WHEREAS, pursuant to section 7 of the Enabling Law and section 10 of the Ordinance, the City and the Corporation must enter into an agreement regarding the Supplemental Services to be provided by the Corporation and the Base Line Services to be maintained by the City within the District; and

WHEREAS, the City is required in the Enabling Law to maintain the same level of services in the District as provided prior to the District's creation; and

WHEREAS, pursuant to the Act, certain Special Assessments in support of the District and to provide coverage for the expenses thereof, are to be levied against nonexempt property owners; and

WHEREAS, the owners of exempt property, such as the City of Mobile, may by contract receive the Supplemental Services provided owners of nonexempt properties located in the District; and

WHEREAS, the City heretofore entered into an agreement with the Corporation to receive such Supplemental Services and desires to continue to receive such Supplemental Services; and

WHEREAS, the City desires to enter into an agreement with the Corporation to receive Supplemental Services and to voluntarily contribute to the District under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises stated above and the mutual covenants hereinafter set forth, the City and the Corporation, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless the context requires otherwise, the definitions in the Ordinance shall also apply in this Agreement.

2. Term. The term of this Agreement shall commence upon execution and expire June 30, 2030, which is the last day of the current five (5) year renewal period of the District.

3. Payment in Lieu.

(a) During the term of this Agreement, the City will make an annual payment to the Corporation in the amount of One Hundred Sixty Five Thousand Two Hundred Seventy Five and 61/100 Dollars ($165,275.61). A list of the properties owned by the City and the estimated values used to calculate the City's voluntary annual assessment is attached hereto as **Exhibit A**. The annual payment is payable as follows:

Annual Period	**Payment Date**
July 1, 2025 – June 30, 2026	October 1, 2025*
July 1, 2026 – June 30, 2027	October 1, 2026
July 1, 2027 – June 30, 2028	October 1, 2027
July 1, 2028 – June 30, 2029	October 1, 2028
July 1, 2029 – June 30, 2030	October 1, 2029

* to be paid upon execution of this Agreement.

(b) The amount of the City's annual voluntary assessment may be adjusted as described in paragraph 4 below, provided, however, that in no event will any change be made to the City's voluntary assessment without the prior written agreement of the City. The annual appropriation shall be payable subject to the availability of funding.

4. Annual Adjustment. Should the number of properties owned by the City, or their values, substantially change during the life of this Agreement the amount of the payment set forth in paragraph 3(a) may be adjusted using the assessment methodology described in the then current

Management Plan for the District and at property valuations mutually agreed upon in writing by the City and the Corporation.

5. Services to be Provided by Corporation. The Corporation shall perform services within the confines of the District as described in the Plan, including but not limited to:

(a) Develop, manage and promote a Safety Ambassador Program to assist the City in overall crime prevention efforts, reduction in neighborhood street disorder, pedestrian and tourism hospitality assistance;

(b) Develop, manage and promote a District Clean Team to assist the City sidewalk litter collection, graffiti removal, and paper sign and handbill removal;

(c) Specifically promote the City to new and expanding businesses and other entities seeking to implement real estate development in Mobile;

(d) Work closely with the City and other governmental bodies, including Mobile County Commission, property owners, and business leaders in promoting and developing the total well-being of the City;

(e) Expend efforts in the location and promotion of new businesses and real estate developments in and around the City; and,

(f) Conduct and promote activities, put out brochures, advertise the resources of the City, both in Mobile County and in other places, promote tourism in Mobile as a result thereof, and, in general, create a healthy atmosphere for the promotion of the development of business enterprises in the City.

The costs of all Supplemental Services provided by the Corporation in the District shall be financed through the levy of a special assessment on the owners of the nonexempt real property located within the geographical area of the District, and such other revenue as the Corporation may receive.

6. Services to be Provided by City. In connection with the Downtown Mobile Business Improvement District Base Line Services Agreement entered into between the City and the Corporation effective as of May 10, 2005, the City provided reports of eight City departments that provide services to the District. Over the years, the names of several departments providing those services have changed, and, by agreement of the City and the Corporation, the services provided have evolved to meet the changing demands of the District. The City and the Corporation agree that the City currently provides the same level of services to the District as was provided prior to the creation thereof, and the City agrees to continue to do so.

7. Additional Services. The City and its various departments will provide technical assistance at no cost to the District in the adoption of any District operating plans or functions and provide such other assistance as may be appropriate.

8. Monitoring of Base Line Services. In order to monitor the level of services described in section 6, the City agrees to provide to the Corporation reports from the applicable departments of the City. Such reports shall be due upon the reasonable request of the Corporation, which request shall be made no more frequently than annually.

9. Adjustments to Base Line Services. The Base Line of Services may be adjusted to reflect new methodologies and policies, such as the institution of greater foot patrols and other forms of community based police enforcement, provided that the basic thrust of the Ordinance is maintained in any adjustment. The Base Line of Services may also be adjusted due to reductions in force, furloughs, hiring freezes, overtime restrictions and other similar cost savings measures necessitated by the City's budget shortfalls.

10. No Partnership or Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the City and the Corporation or to create the relationship of principal or agent between the City and the Corporation. By authorizing the creation of the District and this Agreement, the City is not undertaking to incur any financial obligation or debt by virtue thereof. The Corporation shall not, at any time, use the name or credit of the City in entering into contracts, applying for loans, or purchasing equipment, supplies, or property.

11. No Agency Created. The Corporation, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the City may from time to time request, to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which, or manner in which, services are performed; but on the contrary, the Corporation shall remain wholly responsible.

12. Compliance with Law. The Corporation hereby agrees to comply strictly with all applicable City ordinances, resolutions, and laws of the United States and the State of Alabama while performing under the terms of this Agreement.

13. No Discrimination. The Corporation agrees that in every phase of its performance of this contract it will assure that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

14. Hold Harmless. The Corporation agrees to hold the City and its elected officials harmless from any liability for any damages arising from any acts or omissions occurring in connection with the Corporation's performance under this Agreement.

15. Insurance. The Corporation will obtain at its expense and deliver to the City, a certificate of insurance, naming the City an additional insured, issued by an insurance company or companies licensed to do business in the State of Alabama, with a minimum A.M. Best rating of "A VII" and the following minimum limits:

(a) Commercial General Liability – public liability including premises, products and complete operations.

(b) Bodily injury and property damage combined:

$1,000,000 each occurrence
$1,000,000 aggregate

(c) Automobile Liability Insurance, including owned, non-owned and hired vehicles.

Bodily injury liability:

$1,000,000 per accident

(d) Workers' Compensation coverage, which provides the benefits required by the Workers' Compensation laws of the State of Alabama.

Employers' Liability:	$1,000,000 each accident
	$1,000,000 disease – Each employee
	$1,000,000 disease – Policy limit

(e) The Corporation shall provide a fidelity bond to insure the good and faithful handling of money for the protection of the City in the amount of $500,000 by a company licensed to do business in the State of Alabama with a financial rating of at least A/VIII. The fidelity bond so provided shall cover all employees of the Corporation who handle any money or funds collected by the Corporation.

16. Funding. The Corporation agrees and understands that the funding of this Agreement is solely provided from the General Fund of the City. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, the parties agree to renegotiate this Agreement in good faith to provide for the continuation of the services hereunder; provided, however, that if this Agreement cannot be renegotiated, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

17. Termination. If the Corporation fails to materially fulfill in a timely and proper manner its obligations under the Ordinance, or any of the terms of this Agreement, the City may terminate the Agreement; provided, however, the City must first give written notice of the alleged breach and afford the Corporation an opportunity and reasonable time to cure, which shall not be less than ninety (90) days. Such termination shall not relieve the Corporation of any liability to the City for damages sustained by virtue of any breach by the Corporation.

18. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

19. Effective Date. This Agreement shall become effective upon execution.

20. Immigration. The Corporation agrees that it shall comply with all 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 all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Corporation's documentation of enrollment in the E-Verify Program. 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 with 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 there from.

21. Act 2016-312. The Corporation 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.

[Signature page follows]

CITY OF MOBILE, an Alabama
Municipal Corporation

(SEAL)

By:_____
Mayor

ATTEST:

_____
City Clerk

DOWNTOWN MOBILE DISTRICT
MANAGEMENT CORPORATION

By:_____
Frederick Rendfrey
President and
Chief Executive Officer

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Spiro Cheriogotis and Lisa C. Lambert, whose names as Mayor and City Clerk, respectively, of the City of Mobile, a Municipal Corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the _____ day of _____, 2025.

_____
Notary Public
State of Alabama At-Large
My Commission Expires:_____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Frederick Rendfrey, whose name as President and Chief Executive Officer of Downtown Mobile District Management 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 above and foregoing conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the _____ day of _____, 2025.

_____
Notary Public
State of Alabama At-Large
My Commission Expires:_____

Exhibit A

#	PARCEL NUMBER	OWNER NAME	PROPERTY ADDRESS	VALUATION	PAYMENT IN LIEU
1	R022906400002053	CITY OF MOBILE	254 JOACHIM ST	$ 1,453,000.00	$ 5,349.60
2	R022906400002210	CITY OF MOBILE	150 DAUPHIN ST	$ 3,142,800.00	$ 10,856.96
3	R022906400002282	CITY OF MOBILE	6 WATER ST	$ 22,760,300.00	$ 62,460.30
4	R022906400002291	CITY OF MOBILE	64 S WATER ST	$ 541,500.00	$ 2,111.85
5	R022906400002291.002	CITY OF MOBILE	63S ROYAL ST S	$ 272,100.00	$ 1,061.19
6	R022906400011039.001	CITY OF MOBILE	200 GOVERNMENT ST	$ 2,008,200.00	$ 7,126.24
7	R022906400011051	CITY OF MOBILE	6 S JOACHIM ST	$ 4,258,200.00	$ 14,326.24
8	R022906400011066	CITY OF MOBILE	6 N JACKSON ST	$ 118,700.00	$ 462.93
9	R022906400011067	CITY OF MOBILE	300 CONTI ST	$ 70,800.00	$ 276.12
10	R022906400011068	CITY OF MOBILE	300 CONTI ST	$ 645,800.00	$ 2,518.62
11	R022906400011108	CITY OF MOBILE	401 GOVERNMENT ST	$ 1,225,400.00	$ 4,621.28
12	R022906400011130	CITY OF MOBILE	65 GOVERNMENT ST	$ 5,448,000.00	$ 18,133.60
13	R022906400011130.001	CITY OF MOBILE		$ 219,800.00	$ 857.22
14	R022906400011130.002	CITY OF MOBILE	111 S ROYAL ST	$ 8,015,900.00	$ 26,350.88
15	R022906400011168	CITY OF MOBILE	203 S CLAIBORNE ST	$ 387,300.00	$ 1,510.47
16	R022906400011172	CITY OF MOBILE	405 CHURCH ST	$ 274,900.00	$ 1,072.11
17	R022906400011177	CITY OF MOBILE	457 CHURCH ST	$ 1,712,500.00	$ 6,180.00
				$ 52,555,200.00	$ 165,275.61

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Teaching Pro to teach Tennis Lessons and Clinics to the Public at Mobile Tennis Center

Amount of Contract:
$80,000 per year for 3 years

Funding Source
Individuals taking lessons and/ or clinics will pay a fee up front. Teaching Pro will be paid from that transaction.

ATTACHMENTS:
1. MATTHEW BROOKS SIGNED CONTRACT 4.26
2. MATTHEW BROOKS Resolution 4.26

REVIEWERS:
Jackie Byerley
Donna Bryars
Cherlina Monteiro
James Barber

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **MATTHEW BROOKS**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City desires to assist Contractor financially in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee .

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) year or thirty six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars ($80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated separately in accordance with Exhibit B.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the

preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the 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 contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination

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

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 will not purchase or obtain any vehicles during the term of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon 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.

XII. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

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

CONTRACTOR:
Matthew Brooks
262 Parkway Street East
Mobile, AL 36608

C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

T. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

U. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: Matthew Brooks
Matthew Brooks
Date: April 21, 2026

State of Alabama }
County of Baldwin }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Matthew Brooks 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 21 day of April, 20 26

Kristie M. Sheppard
Notary Public
Print Kristie M. Sheppard
My commission expires: January 24, 2028 (Seal)

KRISTIE M. SHEPPARD NOTARY PUBLIC STATE AT LARGE ALABAMA

STATE OF ALABAMA NOTARY PUBLIC
KRISTIE M. SHEPPARD
My Commission Expires
January 24, 2028

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
Its City Clerk

EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR
Customer Pays $30.00 (1-4 STUDENTS) 85% to Instructor = $25.50

1 HOUR
Customer Pays $55.00 (1-4 STUDENTS) 85% to Instructor = $46.75
Customer Pays $65.00 (5-8 STUDENTS) 85% to Instructor = $55.25
Customer Pays $75.00 (9-12 STUDENTS) 85% to Instructor = $63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate
1/2 Hour Clinic-$30.00 1
Hour Clinic-$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with **Matthew Brooks** to provide Tennis Teaching Pro for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is filed in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Teaching Pro to teach Tennis Lessons and Clinics to the Public at Mobile Tennis Center

Amount of Contract:
$80,000 per year for 3 years

Funding Source
Individuals taking lessons and/ or clinics will pay a fee up front. Teaching Pro will be paid from that transaction.

ATTACHMENTS:
1. PEYTON HICKMAN CONTRACT 2026
2. PEYTON HICKMAN RESOLUTION

REVIEWERS:
Jackie Byerley
Donna Bryars
Cherlina Monteiro
James Barber

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **Peyton Hickman**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City desires to assist Contractor financially in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee .

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) year or thirty six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars ($80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated separately in accordance with Exhibit B.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the

preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the 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 contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination

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

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 will not purchase or obtain any vehicles during the term of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

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A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

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A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

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A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

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Mobile, AL 36633-1827

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

CONTRACTOR:
Peyton Hickman
47247 Rabun Road Apt. F-4
Bay Minette AL 36507

C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

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A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

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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.

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A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

T. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

U. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By:
_____
Peyton Hickman
Date:
_____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Peyton Hickman 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:_____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
Its City Clerk

EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR
Customer Pays $30.00 (1-4 STUDENTS) 85% to Instructor = $25.50

1 HOUR
Customer Pays $55.00 (1-4 STUDENTS) 85% to Instructor = $46.75
Customer Pays $65.00 (5-8 STUDENTS) 85% to Instructor = $55.25
Customer Pays $75.00 (9-12 STUDENTS) 85% to Instructor = $63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate
1/2 Hour Clinic-$30.00 1
Hour Clinic-$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with **Peyton Hickman** to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:
To String Tennis Racquets for the Public at Mobile Tennis Center

Amount of Contract:
$80,000 per year for 3 years

Funding Source
Will be paid as customers pay for Labor service

ATTACHMENTS:
1. FRANK TRICE SIGNED CONTRACT
2. FRANK TRICE Stringer Services Resolution

REVIEWERS:
Jackie Byerley
Donna Bryars
Cherlina Monteiro
James Barber

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **FRANK TRICE**, an Alabama Tennis Professional, (hereinafter "Contractor"), as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of tennis services to string rackets; and

WHEREAS, the contractor is engaged in the business of stringing rackets; and

WHEREAS, the City desires to engage this Contractor to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to both the Director of the Mobile Tennis Center or his or her designee shall provide specific tasking to the Contractor with respect to these services.

I. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

II. COMPENSATION

A. The City agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per fiscal year.

III. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

IV. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

V. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or

disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VI. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

VII. 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.

VIII. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

C. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

IX. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

X. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XI. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Director of the Office of Public Safety, or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Frank Trice
270 Woodlands Ave.
Mobile, AL 36607

Copy to:
City Attorney
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 Representative will be promptly communicated by the party making the change.

XII. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XIII. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XIV. 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.

XV. 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.

XVI. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XVII. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XVIII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights

under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

P. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Q. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

R. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

V. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.

W. The Contractor is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.

X. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.

Y. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CONTRACTOR,
Frank Trice

By: _____ Date: April 16th 2026
Frank Trice

Print Name: Frank Trice

ACKNOWLEDGEMENT

The State of _____}

_____County}

I, Jacquelyn B. Cruthirds a Notary Public, in and for said County in said State, hereby certify that Frank Trice, whose name 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, with full authority, executed the same voluntarily.

Given under my hand this the 16th day of April, 2026

_____ Jacquelyn B. Cruthirds
(Seal) Notary Public

JACQUELYN B CRUTHIRDS
Notary Public
Alabama State at Large
My Commission Expires Jul 10, 2028

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with **Frank Trice** to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 or later Ford Explorer 4WD SUV for MPD.

Amount of Contract:
$38,773.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260421 Stivers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28April 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 one 2025 or later Ford Explorer 4WD SUV for MPD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $38,773.00

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
11042	2026	(2050) FLEET MANAGEMENT – GARAGE	ONE 2025 OR NEWER FORD EXPLORER 4WD SUV FOR MPD (AL STATE CONTRACT)	$38,773.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011042-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved 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.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD EXPLORER AS FOLLOWS: UTILITY VEHICLE-FORD EXPLORER FOUR WHEEL DRIVE, 2.3L I4 ENGINE & 10-SPEED AUTOMATIC TRANSMISSION; EXTERIOR COLOR CARBONIZED GRAY; INTERIOR COLOR SPACE GRAY FORD `K8B WITH OPTIONS K7D,M7, 8H AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-3	1.00 EACH	38429.00000	38429.00

Additional Description Notes

2025 OR NEWER FORD EXPLORER AS FOLLOWS:

UTILITY VEHICLE-FORD EXPLORER FOUR WHEEL DRIVE, 2.3L I4 ENGINE & 10-SPEED AUTOMATIC TRANSMISSION; EXTERIOR COLOR CARBONIZED GRAY; INTERIOR COLOR SPACE GRAY

AS REQUESTED BY 1530-PD

1	1000.30.15.1530.1530.1530.0000.0000.45040.			38429.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To	Requisition 00011042-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	344.00000	344.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			344.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 38773.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	38773.00	643381.69

Bill To	Requisition 00011042-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/26	292393				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
POLICE ADMIN SERVICES EXP	FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/20/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/20/26	SHONNDA SMITH	
Approved	04/20/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/21/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/21/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/21/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/21/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/21/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/21/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/21/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/21/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/21/26	JOHN PAINE	

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

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Carahsoft for one year renewal of SAP Concur travel management software for Finance.

Amount of Contract:
$19,197.36

Funding Source
General fund.

ATTACHMENTS:
1. 20260421 Carahsoft Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 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 Carahsoft

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Carahsoft for one year renewal of SAP Concur travel management software for Finance.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,197.36

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, bid exempt as software, GSA contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase 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
10706	2026	(2500) FINANCE ADMINISTRATION	ONE -YEAR RENEWAL OF SAP CONCUR TRAVEL MANAGEMENT SOFTWARE FOR FINANCE (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE, GSA CONTRACT)	$19,197.36	(295556) CARAHSOFT

Adopted:

_____
City Clerk

Bill To	Requisition 00010706-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CARAHSOFT	FINANCE ADMINISTRATION
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644
RESTON, VA 20190	KIENAST.BUSH@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	KIENAST BUSH
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	295556				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER GSA SCHEDULE #47QSWA18D008F AND YOUR QUOTE #63999892.			
	PO TO: HALEY.LUCAS@CARAHSOFT.COM			
001	1-SC-611 SAP Concur Annual Base Price for Expense - Professional Module Incremental Transaction Fee For Expense: $9.99SAP Industries, Inc. - 1-SC Start Date: 07/01/2026 End Date: 06/30/2027	1200.00 EACH	8.49170	10190.04
1	1000.60.25.2500.2500.2500.0000.0000.42115.			10190.04

Ship To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644
Delivery Reference
KIENAST BUSH

Deliver To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644

Bill To	Requisition 00010706-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CARAHSOFT	FINANCE ADMINISTRATION
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644
RESTON, VA 20190	KIENAST.BUSH@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	KIENAST BUSH
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	295556				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	3-SC-611 SAP Concur Annual Base Price for Expense It Pro for Concur Expense Module Incremental Transaction Fee For Expense It for Expense: $0.84SAP Industries, Inc. - 3-SC. Start Date: 07/01/2026 End Date: 06/30/2027	1200.00 EACH	0.70320	843.84
	1 1000.60.25.2500.2500.2500.0000.0000.42115.			843.84

Ship To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644
Delivery Reference
KIENAST BUSH

Deliver To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644

003	702-SC-611 SAP Concur Annual Base Price for Concur Request - Add-on Module Incremental Transaction Fee For Concur Request - Add-on: $.99	1200.00 EACH	0.87800	1053.60

Bill To	Requisition 00010706-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARAHSOFT	FINANCE ADMINISTRATION
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644
RESTON, VA 20190	KIENAST.BUSH@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	KIENAST BUSH
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	295556				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	SAP Industries, Inc. - 702-SC Start Date: 07/01/2026 End Date: 06/30/2027			
	1 1000.60.25.2500.2500.2500.0000.0000.42115.			1053.60
	Ship To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 451 MOBILE, AL 36644 Delivery Reference KIENAST BUSH Deliver To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 451 MOBILE, AL 36644			
004	2-SC-611 SAP Concur Annual Base Price for TripLink for Expense Module Incremental Transaction Fee For TripLink for Expense: $1.92 SAP Industries, Inc. - 2-SC. Start Date: 07/01/2026 End Date: 06/30/2027	1200.00 EACH	1.61050	1932.60
	1 1000.60.25.2500.2500.2500.0000.0000.42115.			1932.60

Bill To	Requisition 00010706-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CARAHSOFT	FINANCE ADMINISTRATION
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644
RESTON, VA 20190	KIENAST.BUSH@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	KIENAST BUSH
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	295556				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 451 MOBILE, AL 36644 Delivery Reference KIENAST BUSH Deliver To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 451 MOBILE, AL 36644			
005	10043-611 SAP Concur Annual Base Price for Extract Services Module Incremental Transaction Fee For Extract Services: $4.08 SAP Industries, Inc. - 10043. Start Date: 07/01/2026 End Date: 06/30/2027	1200.00 EACH	3.44290	4131.48
	1 1000.60.25.2500.2500.2500.0000.0000.42115.			4131.48

Bill To	Requisition 00010706-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CARAHSOFT	FINANCE ADMINISTRATION
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644
RESTON, VA 20190	KIENAST.BUSH@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	KIENAST BUSH
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	295556				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 451 MOBILE, AL 36644 Delivery Reference KIENAST BUSH Deliver To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 451 MOBILE, AL 36644			
006	814-611 SAP Concur Annual Base Fee for Concur Budget for Expense Module Incremental Transaction Fee For Budget: $1.18 SAP Industries, Inc. - 814. Start Date: 07/01/2026 End Date: 06/30/2027	1200.00 EACH	0.87150	1045.80
1	1000.60.25.2500.2500.2500.0000.0000.42115.			1045.80

Bill To	Requisition 00010706-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CARAHSOFT	FINANCE ADMINISTRATION
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644
RESTON, VA 20190	KIENAST.BUSH@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	KIENAST BUSH
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	295556				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644
Delivery Reference
KIENAST BUSH

Deliver To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644

Requisition Link

Requisition Total 19197.36

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.60.25.2500.2500.2500.0000.0000.42115.	19197.36	240415.88
FINANCE ADMINISTRATION EXP SOFTWARE COSTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/21/26	DONALD ROSE	Auto approved by: 9105fola
Approved	04/21/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	04/21/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	04/21/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	04/21/26	JAMES NEESE	Auto approved by: 9105fola

Bill To	Requisition 00010706-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
CARAHSOFT	FINANCE ADMINISTRATION
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644
RESTON, VA 20190	KIENAST.BUSH@CITYOFMOBILE.GOV
Tel#7038718500	Delivery Reference
	KIENAST BUSH
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	295556				FINANCE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/21/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	04/21/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	04/21/26	ANNE FOLEY			
	Approved	04/21/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Best Price Services LLC for storm drainage vegetation and debris removal - North Hamilton Street to Conception Street.

Amount of Contract:
$29,900.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260422 Best Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 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 Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Best Price Services LLC for storm drainage vegetation and debris removal - North Hamilton Street to Conception Street.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,900.00

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
11228	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – NORTH HAMILTON STREET TO CONCEPTION STREET (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,900.00	(292420) BEST PRICE SERVICES LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00011228-00 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: 9105paij
	Status: Approved Page 1

Vendor
BEST PRICE SERVICES LLC
7057 FOREST GLEN CT

IRVINGTON, AL 36544

Tel#251-458-0510

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
04/21/26	292420				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-97 N HAMILTON ST TO CONCEPTION ST Additional Description Notes --- DISTRICT 2	1.00 EACH	29900.00000	29900.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			29900.00

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 29900.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29900.00	3323190.63
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00011228-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BEST PRICE SERVICES LLC	PUBLIC WORKS ADMIN.
7057 FOREST GLEN CT	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
IRVINGTON, AL 36544	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251-458-0510	
	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
04/21/26	292420				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/21/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/21/26	SHONNDA SMITH	
Approved	04/21/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/22/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/22/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/22/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/22/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/22/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/22/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/22/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/22/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/22/26	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.

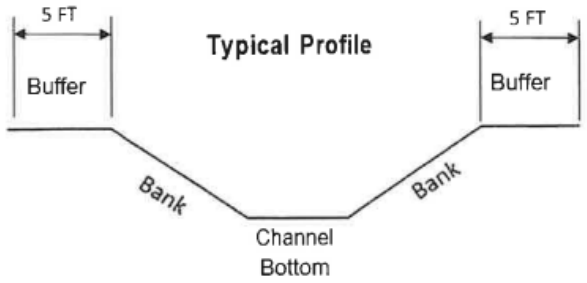
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

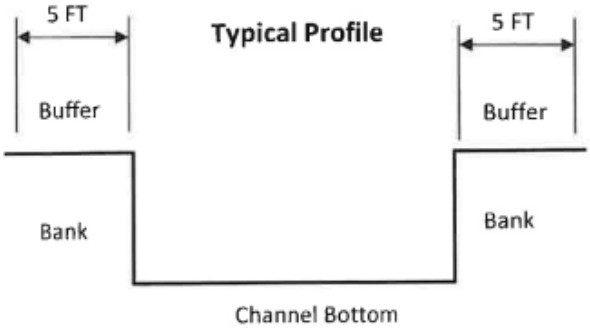
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



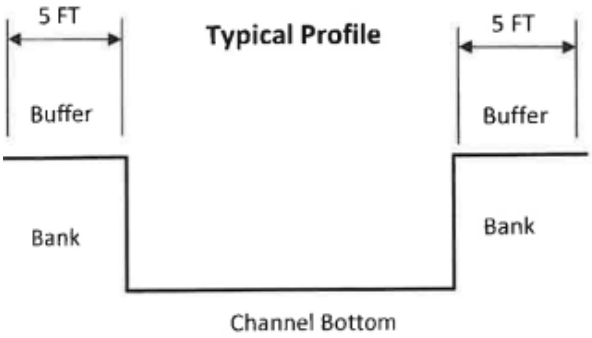
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



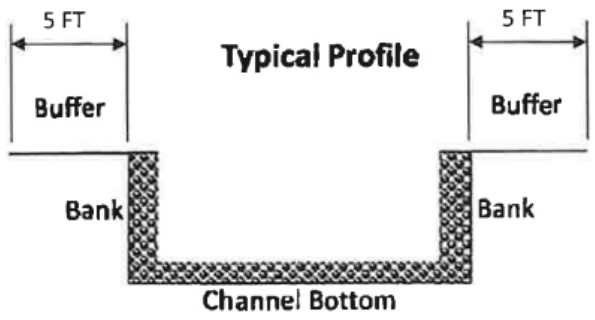
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



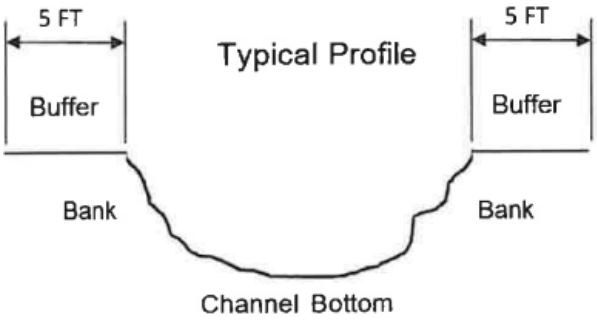
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 28, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve the reallocation of $156,016.95 in Alabama Municipal Trust 2010 from Capital Project #C0634 Mounting Unit - New Training Center to Capital Project C0968 MPD Mounted Unit Grand Bay Upgrades (Fund 2000).

Amount of Contract:
$156,016.95

Funding Source
Alabama Municipal Trust 2010

ATTACHMENTS:
1. Mounting Unit Resolution
2. Budget Transfer

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

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $ 156,016.95 in Alabama Municipal Trust (Fund 2010) be reallocated from Capital Project #C0634 Mounting Unit – New Training CTR to C0968 MPD Mounted Unit Grand Bay Upgrades Alabama Municipal Trust (Fund 2010).

ADOPTED:

_____

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering (REAM) DEPT. 3030

DATE OF REQUEST: 04/17/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 156,016.95

FROM CAPITAL PROJECT#: C0634

CAPITAL PROJECT NAME: MOUNTING UNIT NEW TRAINING CTR

DEPT. PROJECT#:

TO CAPITAL PROJECT#: C0968

PROJECT NAME: MPD MOUNTED UNIT GRAND BAY UPGRADES

DEPT. PROJECT#:

MARILYN BULLARD

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve budget transfer form C0771 ADEM Testing to C0391 Stormwater MGMT MS4 Program.

Amount of Contract:
$475,000.00

Funding Source
C0771 to C0391

ATTACHMENTS:
1. Transfer C0771 to C0391

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: _____

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: CW

REQUEST: Please transfer $ 475,000.00

FROM CAPITAL PROJECT#: C0771

CAPITAL PROJECT NAME: ADEM Testing

DEPT. PROJECT#: N/A

TO CAPITAL PROJECT#: C0391

PROJECT NAME: Stormwater MGMT MS4 Program

DEPT. PROJECT#: N/A

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $475,000.00 be reallocated from Capital Project (C0771) ADEM Testing to Capital Project (C0391) Stormwater MGMT MS4 Program to support the City of Mobile's MS4 Program.

ADOPTED:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To amend the professional services contract for design of furniture, fixtures, and equipment for premium spaceto include STar Suite, Green Room, Bunker Sideline, Loge Clubs and Suites.

Amount of Contract:
$62,500.00

Funding Source
C0690

ATTACHMENTS:
1. Resolution Goodwyn Mills
2. Goodwyn Mills Cawood Amendment #4 Request Form
3. Goodwyn Mills Cawood Amendment #4

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

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, Amendment Number 04 to Contract 4469, 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. Whereby, the sum of $62,500.00 shall be added to the amended contract amount. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Goodwyn Mills & Cawood, Inc.
Project Name:	Mobile Civic Center – Improvements Master Plan
Project Number:	CC-034D-22
Amount:	$62,500.00 (ADDITIONAL AMOUNT)

Adopted:

_____

City Clerk

AMENDMENT REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3030

DATE OF REQUEST: 04/16/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Goodwyn Mills & Cawood, Inc.

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Add $62,500.00 from Capital Project#/Title:

C0690 - Civic Ctr - Improvements Master Plan

to contract# 4469.

Total amount requested: $62,500.00

Current contract amount: $19,822,285.50

Revised contract amount: $19,884,785.50

Comments: To amend the professional services contract for design of furniture, fixtures, and equipment,for premium spaces to include Star Suite, Green Room, Bunker, Sideline Loge Clubs and Suites.

Marilyn Bullard

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

April 14, 2026

Subject: Goodwyn Mills Cawood, LLC Mobile Civic Center – Improvements Master Plan, Project Number CC-034D-22, C0690 Mobile Civic Center – Improvements Master Plan, Contract 4469, Amendment 04 recommendation.

On behalf of the City of Mobile, Volkert as the Program Manager, is hereby recommending approval of the attached Amendment 04 to the Goodwyn Mills Cawood Contract 4469. Amendment 04 is for a stipulated sum in the amount of $62,500.00.

Article 4 (Supplemental and Additional Services) of the original agreement between Owner and Architect, Paragraph 4.1.1 Table of Supplemental Services line 4.1.1.28 states that furniture, furnishings, and equipment design will be provided by the Architect, if requested by the Owner, as an additional service.

Amendment 04 to the Agreement adds design of furniture, fixtures, and equipment (FF&E) for the Arena premium spaces to include Star Suite, Green Room, Bunker Club, Sideline Club, Loge Club, and Suites as further detailed in Architect's proposal dated January 26, 2026.

The proposed fee has been reviewed and is reasonable.

This Amendment 04 in aggregate with Amendments 01, 02, and 03 exceed 10% of the original contract value and will require a resolution for City Council approval.

This Amendment 04 can be funded from unencumbered funds in Munis Project C0690 and does not require a funding resolution.

Sincerely,

Sam Matheny

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 04

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project #: CC-034D-22
Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan
Contract #: 4469
Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 4 (Supplemental and Additional Services), Paragraph 4.1.1 Table of Supplemental Services line 4.1.1.28 states that furniture, furnishings, and equipment design will be provided by the Architect, if requested by the Owner, as an additional service.

In accordance with Article 4, Paragraph 4.1.1 of the Agreement, the City of Mobile hereby Amends the Agreement as follows.

Whereas, the Owner and Consultant wish to amend the Agreement to add design of furniture, fixtures, and equipment (FF&E) for the Arena premium spaces to include Star Suite, Green Room, Bunker Club, Sideline Club, Loge Club, and Suites as further detailed in Architect's proposal dated January 26, 2026

included herein as Exhibit A for a fee of $62,500.00.

The current Agreement Sum (inclusive of Amendments 01, 02, and 03) of Nineteen Million Eight Hundred Twenty-Two Thousand Two Hundred Eighty-Five Dollars and Fifty Cents ($19,822,285.50) shall be increased by Sixty-Two Thousand Five Hundred Dollars ($62,500.00). Therefore, the new Agreement Sum shall be Nineteen Million Eight Hundred Eighty-Four Thousand Seven Hundred Eighty-Five Dollars and Fifty Cents ($19,884,785.50).

Except as expressly modified herein, all terms, conditions, and obligations of the Agreement, as previously amended, remain in full force and effect.

OWNER:

City of Mobile

Real Estate Asset Management

Signature

Carleen Stout, Director

Printed Name and Title

CONSULTANT:

Goodwyn Mills Cawood, LLC

Signature

YANN D. CONART
VP- SPORTS ARCHITECTURE

Printed Name and Title

OWNER:

City of Mobile

Office of the Mayor

Signature

Spiro Cheriogotis, Mayor

Printed Name and Title

ATTEST:

City of Mobile

City Clerk

Signature

Printed Name and Title

SEAL

EXHIBIT A

Architect's Fee Proposal

GMC

Goodwyn Mills Cawood

11 North Water Street
Suite 19290
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

January 26, 2026

Volkert, Inc.
Sam Matheny, Program Manager
11 North Water Street
Suite 18920
Mobile, AL 36602

Via Email

Re: City of Mobile Arena

Dear Mr. Matheny:

Following is an outlined scope of services and related fees as requested for providing services related to the specification and procurement of loose furnishings in the premium areas for the City of Mobile Arena.

Scope of Services

A. Programming and Preliminary Furniture Plans

1. One (1) Kick Off meeting with Owner's representatives to review the needs and requirements of the end users.
2. Determine quantity/ style/ budget price of items to purchase.
3. Presentation of preliminary selections and furniture plans for approval of direction.
4. Coordination with Architectural plans for required outlets, computer connections, etc.

B. Final Furniture Plans

1. Two (2) meetings with Owner's representatives to review final furniture selections and finishes with Owner.
2. Prepare Basis of Design Package by partnering with Division 12 and local dealer, OEC.
3. Prepare Final Furniture Plans keyed to Specification.

C. Pricing Package

1. Assist, as needed, in facilitating the pricing process.
2. Assist Owner in Pricing Coordination
   a. Review Pricing
   b. Assist in evaluating substitutions
   c. Review quantities and finishes in final quote.

D. Contract Administration

1. Work directly with dealers, providing them with documentation on all furniture selections and finishes approved.
2. Review Purchase orders for compliance with Specification and Furniture Plans.
3. Review Submittals.
4. Respond to RFI's.
5. Coordinate delivery and installation schedules with Owner, Dealer, and Contractor.
6. Inspect furniture after installation for compliance with Specification and order.

Exclusions:

Procurement, Storage and Delivery of Merchandise

Additional Services:

1. Accessories and Artwork selection is considered an additional service.
2. For all work outside the above scope of services, we shall bill the Owner at the hourly rates established on the rate schedule as an attachment to the contract.

Design Fee:

The proposed design fee outlined above is $62,500.

We appreciate the opportunity to work with the City of Mobile to create a furniture package that is in budget, and cohesive with the building and interior design of your facility. We look forward to the chance to complete the overall design of the interior of the building by specifying furnishing that complement and realize the initial design intent.

We trust this proposal is consistent with your expectations. Please feel free to contact me with any questions or points requiring further discussion. Thank you again for your consideration. We look forward to the opportunity to work with you.

Sincerely:
Goodwyn Mills Cawood, LLC

Katy Lucas, IIDA
VP, Interior Design

Cc: Keith Parker
Heather Beach

Accepted:
City of Mobile

Accepted By:

_____

_____
Date

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie Faulkner	
Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	PHONE (A/C, No, Ext): 334-273-7277	FAX (A/C, No): 334-273-9197
	E-MAIL ADDRESS: jfaulkner@hdbinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : HDI/Hartwell Insurance Co-Foray	17616
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills & Cawood, LLC
PO Box 242128
Montgomery, AL 36124

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	ZAGLB9258003	10/01/2025	10/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	ZACAT9294203	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	X	X	B1098M255353	10/01/2025	10/01/2028	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	ZAWCI9750103	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Project: #CC-034-22 Mobile Civic Center - Improvements Master Plan
Project Location: 401 Civic Center Drive; Mobile, Alabama 36602

City of Mobile is named as Additional Insured on the General Liability and Automobile Liability policies, on a Primary and Non-Contributory basis, as their interest may appear regarding work performed or services (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

provided by the named insured where required by written contract and subject to the policy terms, conditions and exclusions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto Liability and Workers Compensation where required by written contract and subject to the policy terms, conditions and exclusions. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 30 day Notice of Cancellation is provided per policy terms, conditions, and exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9294203

Named Insured: GOODWYN MILLS & CAWOOD INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

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.

© Insurance Services Office, Inc., 2018

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
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

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.

 © Insurance Services Office, Inc., 2018

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 WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
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.

 © Insurance Services Office, Inc., 2018

21-351 **2026**

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

Cole90
C#4469
Scanned
4/10/26
BP

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 03 to Contract 4469, 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. Whereby, the sum of $100,122.50 shall be added to the original contract amount of $19,722.163.00, with the new agreement sum to be $19,822,285.50. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Goodwyn Mills & Cawood, Inc.
Project Name:	Mobile Civic Center – Improvements Master Plan
Project Number:	CC-034D-22
Amount:	$100,122.50 (ADDITIONAL AMOUNT)

Adopted: APR 07 2026

City Clerk

Volkert, Inc.
11 N. Water Street
BSA Tower
Suite 18201
Mobile, AL 36602
www.volkert.com

February 26, 2026

Subject: Goodwyn Mills Cawood, LLC Mobile Civic Center – Improvements Master Plan, Project Number CC-034D-22, C0690 Mobile Civic Center – Improvements Master Plan, Contract 4469, Amendment 03 recommendation.

On behalf of the City of Mobile, Volkert as the Program Manager, is hereby recommending approval of the attached Amendment 03 to the Goodwyn Mills Cawood Contract 4469. Amendment 03 is for a stipulated sum in the amount of $100,122.50.

Amendment 03 to the Agreement adds additional work to include (1.) Civil Engineering services for water and sanitary sewer relocation design not included in the original scope of services in the amount of $27,622.50; and (2.) Structural Engineering services for design of frames and structural support system for the Conrad Albrizio mosaic murals based on the assessment of the existing condition of the murals following removal from the original Civic Center not included in the original scope of services in the amount of $72,500.00 comprised of $67,500.00 lump sum design fee plus $5,000.00 reimbursable expenses allowance.

This Amendment 03 in aggregate with Amendments 01 and 02 exceed 10% of the original contract value and will require a resolution for City Council approval.

The proposed fee has been reviewed and is reasonable.

Sincerely,

Sam Matheny

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

A Century of Integrity in Infrastructure

Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 03

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project #: CC-034D-22
Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan
Contract #: 4469
Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 1, Paragraph 1.2 of the Agreement states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

In accordance with Article 1, Paragraph 1.2 of the Agreement, the City of Mobile hereby Amends the Agreement as follows.

Whereas, the Owner and Consultant wish to amend the Agreement to add additional work to include (1.) Civil Engineering services for water and sanitary sewer relocation design not included in the original scope of services in the amount of $27,622.50; and (2.) Structural Engineering services for design of frames and structural support system for the Conrad Albrizio mosaic murals based on the assessment of the existing condition of the murals following removal from the original Civic Center not included in the original scope of services in the amount of $72,500.00 comprised of $67,500.00 lump sum design fee plus $5,000.00 reimbursable expenses allowance.

The current Agreement Sum (inclusive of Amendments 01 and 02) of Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00) shall be increased by One Hundred Thousand One Hundred Twenty-Two Dollars and Fifty Cents ($100,122.50). Therefore, the new Agreement Sum shall be Nineteen Million Eight Hundred Twenty-Two Thousand Two Hundred Eighty-Five Dollars and Fifty Cents ($19,822,285.50).

Except as expressly modified herein, all terms, conditions, and obligations of the Agreement, as previously amended, remain in full force and effect.

OWNER:

City of Mobile

Real Estate Asset Management

Signature

Carleen Stout- Director

Printed Name and Title

CONSULTANT:

Goodwyn Mills Cawood, LLC

Signature

YANN D. COWART
VP SPORTS ARCHITECTURE

Printed Name and Title

OWNER:

City of Mobile

Office of the Mayor

Signature

Spiro Cheriogotis, Mayor

Printed Name and Title

ATTEST:

City of Mobile

City Clerk

Signature

Lisa C. Lambert, City Clerk

Printed Name and Title

SEAL OF THE CITY OF MOBILE ALABAMA
FROM ENCHANTING TRADITION ENDURING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, AL 36575

GMC
11 North Water St
Suite 15250
Mobile, AL 36602

Invoice number 24019.17
Date 08/28/2025

Project **24019 MOBILE CIVIC CENTER (MCC) REDEVELOPMENT**

For Professional Services Job #AMOB230117

Water and Sewer Rerouting Redesign

Professional Services

	Hours	Rate	Billed Amount
Andrew Watley	1.50	130.00	195.00
Avalisha L. Fisher	28.50	275.00	7,837.50
Connor T. Binkley	4.00	96.00	384.00
Jolinda G. Gilbert	20.50	130.00	2,665.00
Jonathan Williams	23.50	166.00	3,901.00
Kevin Fulmer	76.00	130.00	9,880.00
Rebecca Odom	24.00	115.00	2,760.00
Phase subtotal			27,622.50
		Invoice total	27,622.50

Approved by:

Jonathan Williams
Project Engineer

Thank you for your business. If you are pleased with our services, please tell a friend or colleague. If not, please tell us! Please contact us if you have any questions about your invoice or your project.

walter p moore

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Additional Service Request

Project:	**Mobile Civic Center Arena**
Client:	**GMC Architects**
Client Contact:	**Keith Parker**
Additional Service Title:	**ASR 04: Conrad Albrizio Mosaic Relocation Structural Engineering Services – Alternative Relocation Option**
Additional Service Date:	**February 18, 2026**
Base Project Number:	**S03.23039.01**

Walter P. Moore and Associates, Inc. (Walter P Moore) is currently engaged as a consultant on this project. We are submitting this Additional Service Request based on our understanding of increased and/or modified scope of work. We propose to provide services to Client as defined below:

Additional Service Description: We understand that the two tile mosaics named *Circus* and *Mardi Gras* by Conrad Albrizio were originally present in the Mobile, Alabama Civic Center, constructed in 1964. We understand the client would like to move them to the new civic center and will require structural engineering services to assist in art movement and final setting place. We understand the client would like the following:

1. Cut the art pieces into smaller pieces of varying sizes to be determined. (on order of 9 to 16 square feet).
2. Create a new localized backing structure for each piece to allow for lifting and stabilization of the art pieces.
3. Create an attachment plan for the art pieces to the structure.
4. Issue an addendum to our existing structural drawings to facilitate final placement of the art pieces and their future restoration (by others).

Our scope is in accordance with the attached schedule SD04.

Compensation: We anticipate an additional service lump sum fee per the schedule below.

	ASR 03 Fee	ASR 04 Fee	New Total Fee
Field Investigation and Documentation	$11,000	$0	$11,000
Construction Documents Addendum	$21,000	$18,000	$39,000
Additional Construction Administration	$5,000	$5,000	$10,000[1]
Additional Meetings with Conservator	$0	$7,500	$7,500
Total	**$37,000**	**$30,500**	**$67,500**

Note[1]: At client request, ASR03 CA fee will be reduced to Zero and moved to ASR04.

Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, etc., shall be invoiced and paid at the cost incurred. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel. Sales tax, if applicable, will be paid by the Client. **We recommend Budgeting $2,500 for reimbursable expenses.**

walter p moore

Schedule SD04

SCOPE OF BASIC SERVICES
Modification of Existing Building and Structure

I. General

A. Walter P Moore will review the drawings of the existing facilities as required to become generally familiar with the structural systems of the building as described in the engagement letter. The availability of appropriate documentation is an important assumption in this proposal.

B. Walter P Moore will perform structural design for both replace the backing support structure of the art pieces for the contractor to place the art pieces in their final locations. The intent is for the art piece to be cut into numerous pieces roughly 9-16 square feet in size. The backing system will be affixed to each individual piece.

C. Walter P Moore will issue an addendum to our existing drawings conveying the new backing system and final connection design to the subject structure.

a) Note: Our scope assumes the art pieces will be restored by others.

D. Walter P Moore will coordinate as required with the curator, contractor, art restoration subconsultant, and architect to complete the design.

E. If Walter P Moore's evaluation indicates that the structure will not readily accommodate the intended modification, Walter P Moore will consult with the Client and Architect, if any, as appropriate and make recommendations to modify the location and/or character of the proposed modifications as needed.

F. If the structural modifications are performed, Walter P Moore will provide structural additional construction administration services as follows:

1. Walter P Moore will review and take appropriate action on structural submittals and contractor requests for information (RFI).

2. Walter P Moore will visit the project site during construction as required to confirm general conformance with the structural design intent. For the purposes of this proposal two additional site visits are included in these Basic Services.

21-254 **2024**

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 02 to Contract 4469, 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. Whereby, the sum of Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars ($ 16,704,096.00) shall be added to the current contract amount of Three Million Eighteen-Thousand Sixty-Seven Dollars ($3,018,067.00), with the new Agreement sum to be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWIN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	$ 16,704,096.00 (ADDITIONAL AMOUNT)

Adopted: MAR 26 2024

City Clerk



Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 02

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023

BETWEEN the Owner
The City of Mobile
205 Government St
Mobile, AL 36633

and the Architect
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project # CC-034D-22
Capital Project # & Name C0690 Mobile Civic Center – Improvements Master Plan
Contract # 4469
Vendor# 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions

Article 1 Paragraph 1.2 of the Agreement states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Agreement states that "The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner

alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC) in accordance with Articles 1 and 3 of the Agreement and the written Scope Change Directive provided to GMC by the City of Mobile on November 27, 2023, the City of Mobile hereby Amends the Agreement as follows:

Whereas, The Owner and Consultant wish to amend the Agreement for additional work required in the modification of design documents and the change in scope of services pursuant to the letter dated November 27, 2023 attached hereto.

The current Agreement Sum (inclusive of Amendment 01) of Three Million Eighteen-Thousand Sixty-Seven Dollars ($3,018,067.00) shall be increased by Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars ($16,704,096.00). Therefore, the new Agreement Sum shall be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00).

Whereas, The Owner authorizes GMC to expend up to Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars ($12,824,402.00) to complete a 60% design for a new Civic Center to include the Deliverables as set forth below with Deliverable due dates:

1. New Civic Center 60% Design to include 55% Construction Documents – due July 31, 2024
2. Existing Civic Center, Theater, and Expo Hall Demolition Bid Package – due May 31, 2024
3. Site Master Plan Civil Design to include roads, existing utility relocations, and new utility trunk lines and ductbank construction – due June 30, 2024

GMC shall not be held accountable for the above specified due dates if the schedule is delayed as a result of actions or failure to act in a timely manner by the City of Mobile Government entities or public utilities whose actions GMC has no control over.

GMC shall not exceed the amount of Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars ($12,824,402.00) or perform work beyond the 60% design deliverables specified above without written authorization from the Owner.

Whereas, The Owner and Consultant further agree that this Amendment 02 does not obligate the Owner to compensate GMC for any services beyond the 60% design deliverables specified above unless authorized by written authorization from the Owner, and the Owner reserves the right to cancel the Agreement in accordance with the terms of the Original Agreement dated June 6, 2023.

City of Mobile:

Signature

William S. Stumpson
Mayor, City of Mobile

3/28/24
Date

Consultant:

Signature

Yann D. Cowart
Vice President, Goodwyn Mills Cawood, LLC

3.6.2024
Date

Attest:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
MOBILE ALABAMA
FOUNDED 1702

2

November 27, 2023

Goodwyn Mills Cawood, LLC
Attn: Yann Cowart
11 North Water Street
Suite 15250
Mobile, AL 36602

MOBILE
ALABAMA

Subject: Contract 4469, Change of Design Concept and Basis of Design for City of Mobile Civic Center Master Plan Redevelopment

Article 1, Paragraph 1.2 of the Contract states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Contract states that "The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC)/Populous and Volkert, Inc. in accordance with Articles 1 and 3 of the Contract, the City of Mobile hereby directs GMC/Populous to stop work on the "SHIFT" scheme design as stated in Article 1 (Initial Information), Paragraph 1.1.2 for the renovation of the existing Civic Center Arena and Theater also referred to as the "Current Path" and "Option A" in the interim cost estimates.

The City of Mobile hereby directs GMC/Populous to complete a schematic design for "Option E", Demolition of Existing Civic Center and Design and Construction of a New Civic Center without a Theater.

GMC/Populous is further directed to submit an invoice for services through and including the presentation to the Mobile City Council on 21 November 2023.

GMC/Populous shall notify the Program Manager, Sam Matheny of Volkert, Inc., of any impacts to the cost of services and/or schedule of services resulting from the above direction.

Sincerely,

James A. DeLapp
Executive Director
Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert

CAPITAL CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: AMENDMENT #1, CIVIC CENTER - IMPROVEMENTS MASTER PLAN

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, ALABAMA 36602

DEPARTMENT PROJECT NUMBER: CC-034D-22

CHANGE ORDER #: ONE (1) **AMOUNT:** $89,400.00 ○ **DEDUCT** ◉ **ADD**

CAPITAL CONTRACT NUMBER: 4469

CAPITAL ACCOUNT: C0690 CIVIC CT-IMPROVEMENTS MASTER PLAN

VENDOR #: 276184 **VENDOR NAME:** GOODWYN MILLS CAWOOD, LLC

Prepared by: BRENDA PARKER **Date:** 08/17/2023

REVIEWED AND APPROVED BY:

Cassie Boatwright
08/17/2023 01:02 PM
boatwright@cityofmobile.org

Cassie Boatwright
08/17/2023 01:02 PM
boatwright@cityofmobile.org

James DeLapp
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jadelapp@cityofmobile.org

Brenda Rhodes
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brenda.rhodes@cityofmobile.org

Geoffrey Alexander
08/22/2023 03:26 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
08/25/2023 06:08 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, AL 36602
CC-034D-22

AGREEMENT INFORMATION:
Date: June 6, 2023

AMENDMENT INFORMATION:
Amendment Number: 001

Date: August 15, 2023

OWNER: *(name and address)*
City of Mobile
Architectural Engineering Department
Post Office Box 1827
Mobile, AL 36633-1827

ARCHITECT: *(name and address)*
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

The Owner and Architect amend the Agreement as follows:
Add Nelson Master Planning Scope – Phase 100
Add Thompson Engineering Hazardous Material Analysis

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Nelson	$20,000.00
Thompson Engineering	$69,400.00

Schedule Adjustment:
See attached proposals

SIGNATURES:

Goodwyn Mills Cawood, LLC	City of Mobile
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
	William S. Stimpson 2023.08.31 09:26:02 -05'00'
SIGNATURE	**SIGNATURE**
Keith Parker, AIA	William S. Stimpson, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
August 15, 2023	31 day of August 2023
DATE	**DATE**

ATTEST:

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User Notes: (3B9ADA4F)

thompson
ENGINEERING

Aug 02, 2023

Mr. Jim Walker
Vice President, Architecture
11 North Water Street, Suite 15250
Mobile, AL 36602

Subject: Proposal for Pre-Renovation Asbestos and Lead-Based Paint Survey
Mobile Civic Center
401 Civic Center Dr. Mobile, Alabama
Thompson Engineering Proposal No.: 23-9076-0045

Dear Mr. Walker:

Thompson Engineering, Inc. (Thompson) is pleased to provide this proposal for a Pre-Renovation asbestos-containing material (ACM) and lead-based paint (LBP) survey of the Mobile Civic Center. The Civic Center consists of an arena, theater, and exhibition hall. The arena and theater are planned for renovation, while the exhibition hall is planned for demolition.

SCOPE OF WORK

Thompson will conduct a Pre-Renovation ACM and LBP survey on the arena and theater and a pre-demolition ACM and LBP survey on the exhibition hall. Following the survey, Thompson will present the survey findings in a survey report. Only materials easily accessible will be sampled. This survey does not include destructive sampling.

Asbestos

Thompson will conduct a Pre-Renovation and Pre-Demolition ACM survey to identify ACM inside and on the exterior of the civic center building. The survey will include the collection and analysis of "friable" and "non-friable" materials. An estimated 325 samples in the arena and theater and 75 samples in the exhibition hall will be collected by an asbestos inspector accredited in the State of Alabama. The samples collected will be analyzed by Polarized Light Microscopy in accordance with Environmental Protection Agency (EPA) procedures (EPA Method 600/R-93/1126). The survey report will include a review of the historical asbestos surveys provided by the City of Mobile and confirmation of whether the noted ACM is currently present.

Lead-Based Paint

A limited LBP survey will be conducted to locate and identify LBP inside and on the exterior of the civic center building. The building structures will be visually inspected, and materials suspected of containing LBP will be tested using an X-Ray Fluorescence (XRF) lead paint analyzer.

2970 Cottage Hill Road
Suite 190
Mobile, AL 36606
251.665.5526 ph. / 251.665.5505 fax
www.thompsonengineering.com
A THOMPSON HOLDINGS, INC. COMPANY

Survey Report

Thompson will prepare a survey report to document the findings of the ACM and LBP survey. The report will include a summary of activities conducted during the survey, historical summary of previous ACM and LBP surveys conducted, sample descriptions, results of sample analysis, drawings, and photographs. Sample descriptions will be presented in tabular form and will include sample location, sample material, friable/non-friable classification, and the sample analysis result. Sample locations will be shown on the drawings included in the report.

Asbestos Plans and Specifications

Thompson can prepare plans and specifications for the removal of ACM that will be impacted by the demolition of the buildings. The plans and specifications would be prepared by an Alabama accredited Asbestos Project Designer. Thompson can provide asbestos bid packages, with front-end documents provided by the Client. Thompson can attend pre-bid/demolition/abatement pre-bid walk through of the site and respond in writing to contractor questions. Thompson can provide review of contractor bids, bidder's qualifications, and issue a Letter of Recommendation. It should be noted that this phase of work is **NOT** included in the cost estimate.

Asbestos Abatement Monitoring

Thompson can provide full time asbestos abatement monitoring and conduct area air monitoring during asbestos abatement activities and analyze samples (NIOSH Method 7400-PCM) for clearance. Air samples can be collected to measure airborne fiber concentrations outside the work area and verify the effectiveness of engineering controls and air filtration methods. Additionally, Thompson can conduct periodic surveillance of abatement contractor's performance. It should be noted that this phase of work is **NOT** included in the cost estimate.

FEE AND DELIVERABLES

Professional services for performance of this scope of work are proposed on a lump sum basis of $69,400.00. If unforeseen conditions warrant additional effort over that anticipated, such would be contingent upon subsequent client approval.

Barring unanticipated delays, the report will be completed within 6 weeks of receipt of the signed authorization to proceed. An electronic copy in PDF format of the final report will be provided.

If you need further information or have any questions, please contact us.

Sincerely,

THOMPSON ENGINEERING, INC.

Tiffany H. Seibt
Principal Vice President, Environmental Services

Cade Burgin
Environmental Engineer

Jim Walker Vice President
GMC LLC 8/2/2023

thompson
ENGINEERING

AIA® Document C401® – 2017

Standard Form of Agreement Between Architect and Consultant

AGREEMENT made as of the 15th day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect:
(Name, legal status, address and other information)

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

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

Nelson
5200 Avalon Boulevard
Alpharetta, GA 30009

Consultant's discipline:

Master Planning

Consultant's Designated Representative:
(Name, address and other information)

Lamar Wakefield
Nelson
5200 Avalon Boulevard
Alpharetta, GA 30009

Architect's Designated Representative:
(Name, address and other information)

Keith Parker, AIA
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

The Architect has made an agreement, hereinafter known as the Prime Agreement, dated:
(In words, indicate month, day and year of the Prime Agreement.)

June 6, 2023

with the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
Post Office Box 1827
Mobile, AL 36633-1827

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.

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(1953323630)

for the following Project:
(Include detailed description of Project, location, address and scope.)

Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, AL 36602CC-034D-22

The Architect and the Consultant agree as follows.

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User Notes: (1953323630)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 A copy of the Architect's agreement with the Owner for the Project, referred to as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the following:
(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3 of this Agreement.)

See attached Proposal dated August 1, 2023 for Scope of Work

§ 1.3 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Insofar as applicable to this Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

§ 1.4 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under this Agreement and is not an employee, agent, or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

§ 1.5 Except as otherwise authorized by the Architect, all communications between the Consultant and the Owner, Contractor, or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

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§ 1.6 If applicable, the Architect and Consultant agree to share the costs and expenses incurred in marketing, promotion, display, and procurement of this Project as follows:

NA

§ 1.7 If applicable, the Architect and Consultant agree to share professional credit for the Project as follows:

NA

§ 1.8 The other consultants to be retained by the Architect are as follows:
(List disciplines and, if known, names, addresses and other information.)

Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, MO 64112

Mechanical, Electrical and Plumbing:

Henderson Engineers, Inc.
1801 Main Street, Suite 300
Kansas City, MO 64108

Associate Architect:

Gant Group & Associates
656 Dauphin Street
Mobile, AL 36602

Code and Life Safety:

Howe Engineers Inc.
141 Longwater Drive, Suite 110
Norwell, MA 02061

Hazardous Materials:

Thompson Engineering
2970 Cottage Hill Road
Mobile, AL 36606

Envelope:

Williamson & Associates
6100 Lake Forrest Drive, Suite 375
Atlanta, GA 30328

Theatre Consultant:

Fred Masoni Theatre Consultant
3378 Via Oporto
Newport Beach, CA 92663

Structural:

Walter P. Moore and Associates, Inc.
1301 McKinney Street, Suite 1100
Houston, TX 77010

Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, AL 36575

§ 1.9 The subconsultants to be retained by the Consultant are as follows:
(List disciplines and, if known, names, addresses and other information.)

NA

§ 1.10 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.

§ 1.10.1 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

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User Notes:
(1953323630)

AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If the standard of care set forth in the Prime Agreement for the Architect's services differs from the standard of care set forth in this Section for the Consultant's services, the Consultant shall perform its services consistent with the standard of care in the Prime Agreement.

§ 2.2 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to This Portion of the Project, and key personnel who will perform the Consultant's services. The Consultant shall not replace its identified representative or key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 2.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports, and the services of other consultants that should be obtained for the proper execution of the Consultant's services. The Consultant shall review the information provided by the Architect and shall promptly notify the Architect if the Consultant needs further information to perform its services.

§ 2.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of the Project.

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications, and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than one million dollars ($1,000,000.00) for each occurrence and one million dollars ($1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than one million dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Consultant may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.8.4 Workers' Compensation at statutory limits.

§ 2.8.5 Employers' Liability with policy limits not less than one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one million dollars ($1,000,000.00) policy limit.

§ 2.8.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000.00) per claim and two million dollars ($2,000,000.00) in the aggregate.

§ 2.8.7 Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Architect as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Architect's and Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.8 The Consultant shall provide to the Architect certificates of insurance evidencing compliance with the requirements in this Section 2.8.

ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement. The Consultant shall provide its services in the phases and sequences directed by the Architect, and subject to the same standards and provisions that the Architect is required to meet under the Prime Agreement, unless otherwise described below.

§ 3.1.1 The Consultant shall provide site visits and client presentations as needed during design of the Project.

§ 3.1.2 Set forth below any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.

None

§ 3.2 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.3 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.4 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 3.5 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.6 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project that does not conform to the Contract Documents or whether additional inspection or testing is required.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. The Architect has no obligation to compensate the Consultant for any Additional Services performed without such written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Article 4 shall entitle the Consultant to compensation pursuant to Section 11.2.

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User Notes: (1953323630)

ARTICLE 5 ARCHITECT'S RESPONSIBILITIES

§ 5.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project.

§ 5.2 The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Architect shall not replace its identified representative without the approval of the Consultant, which shall not unreasonably be withheld.

§ 5.3 On the Consultant's request, for design and coordination of This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and other information on equipment designed, specified or furnished by others.

§ 5.4 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 5.5 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of the Cost of the Work as submitted to, or received from, the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, to the extent they pertain to this Portion of the Project, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 5.6 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

§ 5.7 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

§ 5.8 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Consultant. The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 5.9 Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is defined as set forth in the Prime Agreement.

§ 6.2 The Consultant shall review or prepare estimates of the Cost of the Work for This Portion of the Project to the extent such services are required of the Architect in the Prime Agreement.

§ 6.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Upon execution of this Agreement, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement.

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§ 7.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 7.3 The Consultant shall maintain on file, and make available to the Architect, design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement, except that if the claim, dispute or other matter in question is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with the procedures set forth in Section 8.2 and, if applicable, Section 8.3. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.

§ 8.1.2 The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. The Consultant's obligation to indemnify and hold harmless the Architect and its officers and employees does not include a duty to defend.

§ 8.1.3 The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold harmless the Consultant and its officers and employees does not include a duty to defend.

§ 8.1.4 Disputes between the Architect and Consultant arising out of the Owner's acts, omissions or responsibilities under the Prime Agreement shall be resolved in accordance with the binding dispute resolution method in the Prime Agreement. In the event of such a dispute, the Consultant shall be entitled to relief only to the same extent and according to the same provisions as the Architect is entitled to recover from the Owner after deduction for the Architect's costs incurred in presenting and litigating or arbitrating the claim, including legal fees, normal overhead costs and apportionment to other affected consultants.

§ 8.2 Mediation

§ 8.2.1 If claims, disputes or matters in question are unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then such claims, disputes or matters in question shall be subject to mediation as a condition precedent to the method of binding dispute resolution set forth below. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.2 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.

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§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to the terms and conditions set forth in Section 8.3.

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Architect and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 8.3.4.3 The Architect and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Architect and Consultant under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except as otherwise provided below, the Architect may terminate this Agreement or suspend the Consultant's services pursuant to the same terms and conditions, other than the amount of any Termination Fee or Licensing Fee set

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forth in the Prime Agreement, under which the Owner may terminate the Prime Agreement or suspend the Architect's services under the Prime Agreement. Additionally, the Consultant may terminate this Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 9.1.1 Except as provided in Section 9.1.2, in the event of termination of this Agreement not due to the fault of the Consultant, the Architect shall pay the Consultant a Termination Fee and, for the Architect's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

.2 Licensing Fee:

$0

§ 9.1.2 Notwithstanding Section 9.1.1, in the event of termination of this Agreement due to the Owner's termination of the Prime Agreement for the Owner's convenience, and if the Architect receives payment of a Termination Fee and Licensing Fee from the Owner, the Architect shall pay the Consultant a Termination Fee and, for the Owner's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

.2 Licensing Fee:

$0

§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the same laws governing the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in the Prime Agreement.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.6 If the Consultant or Architect receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.6.1.

§ 10.6.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.6.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant's Services as described under Article 3, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

Phase 100: Programming and Design Charrette $20,000.00

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

At a mutually agreed upon fee

§ 11.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus 0 percent (0 %), or as otherwise stated below:

§ 11.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and listed in the Prime Agreement plus 0 percent (0 %) of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant's services and Additional Services.

§ 11.6 PAYMENTS TO THE CONSULTANT

§ 11.6.1 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.

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§ 11.6.2 Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to the amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

§ 13.2 This Agreement is comprised of the following documents:

.1 AIA Document C401™–2017, Standard Form Agreement Between Architect and Consultant;

.2 Prime Agreement between the Owner and Architect, including all applicable exhibits thereto, attached as Exhibit A;

.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

.4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement)

Driven Engineering Proposal dated July 19, 2023

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

ARCHITECT *(Signature)*	**CONSULTANT** *(Signature)*
Keith Parker, AIA	Lamar Wakefield
(Printed name and title)	*(Printed name and title)*

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21-637 **2023**

RESOLUTION

2023

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Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWYN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	$2,928,667.00

Adopted: JUN 06 2023

Lisa C. Lambert
City Clerk

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6 day of June in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Contact: Yann D. Cowart, AIA

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

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

Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602

CC-034D-22

The Owner and Architect agree as follows.

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

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

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Name of Project, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

401 Civic Center Drive, Mobile, Alabama 36602. Lot 1 East Church Street Area First Addition Amended. Assigned House Number: 401. Tax ID/Parcel # R022906400011244. Architectural, engineering and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme of the Mobile Civic Center as developed by Populous. The design effort request is to carry through 25% of the design and construction document phases.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated cost of construction for the "SHIFT" scheme renovation to the Mobile Civic Center is One Hundred Thirty-Three Million One Hundred Eighty-Nine Thousand Eighty-Two and 00/100 Dollars ($133,189,082.00)

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

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.1 Design phase milestone dates, if any:

100% Schematic Design and 50% Design Development Package – November 27, 2023

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

Wayfinding/Branding – MELT
Commissioning – TBD
Management Company – TBD
Traffic Studies – Skipper
Hazardous Materials Testing – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Yann D. Cowart, Vice President, Sport Architecture
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: yann.cowart@gmcnetwork.com
Phone: (251) 460-4006

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, Missouri 64112

.2 Mechanical, Electrical, and Plumbing Engineer :

Henderson Engineers, Inc.

.3 Structural Engineering:

Walter P Moore

.4 Associate Architect:

Gant Group & Associates

.5 Code and Life Safety:

Howe Engineers

.6 Envelope:

Williamson

.7 Site Civil:

TBD

(Paragraphs deleted)

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

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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

.1 **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 **Comprehensive General Liability Insurance:**

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

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

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

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, of the City of Mobile Insurance Requirements attached hereto as Exhibit 1, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare **Fifty Percent (50%)** Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner; Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, if requested, as an additional service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:

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In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

N/A

.3 50% Design Development Phase
(Describe the method of compensation)

A. Basic Services Stipulated Sum: $2,928,667.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

1. Survey
2. Geotech/Special Inspections
3. Theater Consultant
4. Cost Estimation
5. Vertical Circulation
6. Acoustics, AV, Telecom/Date, Security, Site Lighting
7. Kitchen
8. Building Scanning/As-Builds
9. Additional 3D Computer generated color renderings

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Sixty	Percent (60%)
Design Development Phase	Forty	Percent (40%)

(Rows deleted)

Total Basic Compensation	One Hundred	Percent (100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A

Employee or Category	Rate ($0.00)
Principal	$450.00
Executive VP / Senior VP	$325.00
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	$300.00
Professional II [Architect, Engineer, Interior Designer, Scientist]:	$225.00
Professional I [Architect, Engineer, Interior Designer, Scientist]:	$200.00
Intern II [Architect, Engineer, Interior Designer, Scientist]:	$130.00
Intern I [Architect, Engineer, Interior Designer, Scientist]:	$110.00
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	$140.00
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	$115.00
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	$ 95.00
Executive Administrative Assistant	$115.00
Administrative Assistant II:	$ 95.00
Administrative Assistant I:	$ 75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Printing, mounting, shipping and materials costs
.2 Out of town travel expenses, lodging and meals directly associated with project.
.3 Professional rendering or models requested by Owner outside of those included in the Scope of Work

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 15 percent (15%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD version 2020 or later **or REVIT**. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Proposal for Architectural Services, Exhibit A
   b. Insurance Requirements, Exhibit 1
   c. Architect's Certificate of Insurance with Endorsements
   d. Architect's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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

City of Mobile

OWNER *(Signature)*

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

Architect: Goodwyn Mills Cawood, LLC

ARCHITECT *(Signature)*

Yann D. Cowart, Vice President, Sports Architecture
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Lee

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Yann D. Cowart as Vice President of Goodwyn, Mills, & Cawood, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Authorized Employee.
Sworn to and subscribed for me this 24 day of May, 2023.

NOTARY PUBLIC
My Commission Expires: 9/6/26

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EXHIBIT 1

City of Mobile Insurance Requirements
Consultant

Insurance – For the duration of this agreement, the Consultant shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance:

1.

Projects $0 - $1,000,000	$1,000,000 /$2,000,000 annual aggregate
Projects over $1,000,000	to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.

POPULOUS

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Faneuil Hall Marketplace Fourth Floor
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www.populous.com

GMC
Goodwyn Mills Cawood
11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423
www.gmcnetwork.com

May 9, 2023

Jim DeLapp
Executive Director, Public Works
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

jadelapp@cityofmobile.org

RE: Mobile Civic Center – Additions and Renovations

Jim,

It is with great excitement and enthusiasm that we look forward to the opportunity to submit a proposal for the design of the additions and renovations to the Mobile Civic Center. We have prepared this proposal per your request for review and comment, and look forward to working with you, your team and the City of Mobile throughout this initial design phase led by Populous and the continuation of the design and construction together with our local design partners, GMC, for this important landmark project. This TEAM has demonstrated success on other Sports and Entertainment projects with The Troy Arena in 2010 and more recently with Birmingham's Protective Stadium complete in 2021

A› PROJECT TEAM

We have assembled the following design team to deliver Architectural, Engineering, Interior Design, and Specialty Consulting services for this project. We will work closely with you and the city of Mobile to produce the best possible design solution and final project.

Basic Service TEAM

Populous Architects, P.C. Design Architect	Principal in Charge – Jim Swords Lead Designer – Aaron Bruckerhoff
Goodwyn, Mills and Cawood, Inc. Architect of Record **Gant Group & Associates (BDE)** Associate Architect	Project Manager – Jim Walker Project Designer – Yann Cowart Carlos Gant - Architect Project Designer- Erik Consuegra Specifications- Mike Swinson Landscape Architecture – Brandon Bias
Walter P Moore Structural Engineering ***MBA Engineers Inc. (DBE)*** Local Structural	Principal in Charge – Erin Kueht Keith Owens PE
Henderson Engineers, Inc. MEP,FP Engineers	Principal in Charge – Ryan Starkovich Project Manager – Tyler Johnson
Williamson Envelope	TBD
TBD – Coordination with Owner Consultant (DBE participation) Site Civil	TBD – To be confirmed
Howe Engineers Code and Life Safety	Andrew Newman Ben Muscente

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Additional Services TEAM (Proposed)

Goodwyn, Mills and Cawood, Inc. Survey	TBD
Goodwyn, Mills and Cawood, Inc. Geotech / Special Inspections	TBD
Fred Masino Theater Consultant	TBD
Palacio Cost Estimation	TBD
Lerch Bates Vertical Circulation	TBD
Henderson Acoustics, AV, Telecom / Data, Security, Site Lighting	TBD
Camacho (DBE) Kitchen	TBD
ATG Building Scanning / As-Builts	TBD

Other TBD as necessary. We will continue to strive to meet the city of Mobile's (DBE) goal of 15% participation throughout all phases of this project

Owner Consultants

MELT Wayfinding / Branding	TBD
Commissioning	TBD
Management Company	TBD
Skipper Traffic (If Required)	TBD

B› PROJECT SCOPE & SCOPE OF SERVICES

We have the following understanding of the primary work items requiring our Architectural, Engineering, Interior Design, and Specialty Consulting involvement:

- Architectural, engineering, and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme as developed by Populous. The design effort requested is to carry through 25% of the design and construction document phases.

Area	*SF*	*Estimated Cost*
Arena Scope	301,610 SF	$86,350,353
Theater Scope	66,860 SF	$16,340,072
General and Special Conditions	7% / 1%	$8,215,235
Permits, Insurance & Fees	3% / 1% / 4%	$9,084,504
Contingencies	6% / 5%	$13,198,918
TOTAL	**368,470 SF**	**$133,189,082**

Above estimate developed by BLHarbert dated 7-20-2022 4.0% escalation added for current projected schedule. Pending further program development of the site selection and building scope during the pre-design / programming process, this proposal is based upon the items above

Architectural (GMC + Populous)

- Develop As Built drawings through 3D Scanning (ATG)
- Review and adjustment of program elements
- Code Compliance and life safety studies

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- All necessary user group meetings
- Plans generally complete
- Exterior elevations and primary dimensions complete
- Interiors dimensioned with rooms labeled and numbered
- Doors tagged and Representative Door and Window Schedule and details
- Reflected Ceiling plans coordinated with general lighting layout with narratives and ceiling details
- Building Sections coordinated with structural
- MEP / FP coordination and designated zones established
- Typical wall sections scaled and noted
- Representative blow up plans
- Outline specifications
- Coordination with vertical transportation
- Coordination with Envelope and moisture details
- Interior material selections
- Majority of partition types detailed
- Representative Room finish schedule

Structural: (Walter P Moore)

- Establish Structural design criteria
- Visit the project site to be generally family with the present condition of the building
- Identify special code and Approval Agency issues
- Develop and evaluate alternative structural systems as appropriate
- Recommend appropriate investigations, reports, surveys, tests and services of other consultants
- Structural BIM model of existing building within areas of major structural renovation
- Review estimate of the Cost of Construction prepared by others
- Attend meetings
- Deliverables – Submit structural framing plans and narrative for ONE selected scheme.
- Prepare preliminary foundation and framing designs and drawings with layouts of typical areas and sizes of typical elements
- Prepare typical detail sheets
- Prepare outline specifications for structural items
- Identify Pre-Engineered Structural Systems
- Review Results of Special Studies
- Provide additional narratives to support estimating process
- Review interpretation and application of special building code and approval issues
- Attend meetings
- Vibration Analysis for footfall loads and crowd excitement
- Deliverables – Submit Design Development documents for approval

MEP, FP (Henderson)

- Energy Benchmarking
- Climate Analysis
- Rule of thumb major equipment room size estimates
- Current operations observation during site visit
- User group meeting
- Utility main size estimates
- Basis of design narratives
- Major equipment sizing and location plan
- Preliminary equipment room sizing
- Chase sizing estimates

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- Preliminary site plan showing utility connections
- HVAC zoning plan
- Define lighting level criteria
- Demolition drawings
- Electrical and HVAC single line drawings
- Low Voltage Riser
- HVAC load calculations
- Ventilation calculations
- Air balance calculations
- Smoke evacuation concept
- Equipment cut sheets
- Equipment plans
- Interior lighting design services
- Exterior façade lighting design
- Exterior site lighting design
- Zone thermal unit layout
- Specifications table of contents and outline specification
- Preliminary equipment and lighting schedules
- Roof drain riser location and slope height requirement
- Telecommunications major pathway layout

Civil (TBD)

- Coordinate utility connections
- Final grades and drainage
- Site geometry and plan graphically fixed
- All site elements defined
- Preliminary landscape / irrigation / hardscape plans
- Specifications Outline

Special Consultant scopes (See proposed above)

- Narratives and specifications to support cost estimation
- Items that impact design, performance and coordination
- Vertical transportation analysis and narratives
- Envelope and water proofing analysis and narratives
- Traffic studies (If Required)
- Acoustical analysis and narratives
- Food Service / concessions analysis and narratives
- AV analysis and narratives
- Security systems and tele/data analysis and narratives
- Color Renderings – Includes 5 Interior Renderings and 5 Exterior Renderings. Additional renderings per additional service as outlined below

EXCLUDED SERVICES

- *Hazardous Materials Survey and/or Environmental Evaluation:* We have excluded the identification and/or remediation of hazardous materials. These services, if required, shall be performed by Owner under separate contract.
- *Zoning and Planning:* Our proposal does not include Work associated with Zoning Approvals, Development Plan Approvals, or similar regulatory processes. This service is not anticipated to be needed but it can be provided by GMC as additional service if desired.
- *Stormwater Permitting:* Our proposal does not include Stormwater Permitting. This service can be provided by GMC as additional service if needed
- *CEI Construction Engineering Inspection*
- *Other items identified as additional services below*

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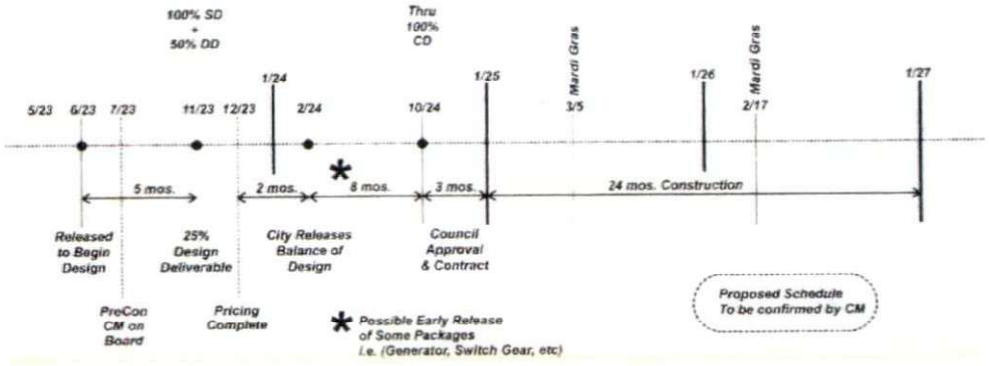
GMC

PROJECT SCHEDULE

We approach each project with a professional level of diligence, and we strive to maintain our schedule commitments. The following table shall serve as an estimate of the durations we anticipate will be required to complete your project as defined herein.



C› COMPENSATION & FORM OF CONTRACT BASIC SERVICES FEES

We propose performing the work illustrated above under the "Scope of Services" section in accordance with the following:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.

	FEE CALCULATION	ESTIMATED COST
Basic Services + Additional Services	$133,189,082 x 8.8% *(This fee percentage based upon Arena scope categorized as Group III and Theater Scope Categorized as Group IV + renovation factor of 1.25 + additional services required as outlined above)*	**$11,714,669.00**
Milestone 1	(100%) Schematic Design Package – 15% of Total Fee	$1,757,200.00
Milestone 2	(Thru 50%) Design Development Package - 10% of Total Fee	$1,171,467.00
	TOTAL THIS PROPOSAL	**$2,928,667.00**
	Below to be completed via Amendment	
Milestone 3	(thru 100%) Design Development Package – 10% of Total Fee	$1,171,467.00
Milestone 4	Construction Documents Package – 40% of Total Fee (By amendment)	$4,685,867.00
Milestone 5	Bidding (By Amendment) - 5% of Total Fee (By amendment)	$585,733.00
Milestone 6	Construction Administration - 19% of Total Fee (By amendment)	$2,225,787.00
Milestone 7	Closeout - 1% of Total Fee (By amendment)	$117,147.00
BASIC + ADDITIONAL SERVICES TOTAL FEE:		**$11,714,669.00**

REIMBURSABLE EXPENSES

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of a project. We do not consider telephone charges (including long distance,) faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

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GMC

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.15 times our cost:

- Printing/ mounting, shipping, and material costs including drawings for presentations, meetings, contractor pricing, permitting and discussion purposes.
- Out of town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Professional renderings or models requested by the Owner, outside of those included in the Scope of Services.

ADDITIONAL SERVICES

Additional services are services outside of the basic services scope noted above, or are special services requested by the Owner, or services that were not anticipated at the writing of this agreement. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Examples of Additional Services include floor plan modifications to the floor plan requested by the Owner, design modifications required by changes or varying interpretation of applicable Building Codes for the provided design. Approved Additional services of our Consultants will be invoiced at 1.15 times our cost.

The following additional services are being offered for consideration at the request of the owner for the above scope of work

HOURLY RATE SCHEDULE
GMC + POPULOUS

Principal:	$450.00/ hour
Executive VP / Senior VP	$325.00/ hour
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	$300.00/ hour
Professional II [Architect, Engineer, Interior Designer, Scientist]:	$225.00/ hour
Professional I [Architect, Engineer, Interior Designer, Scientist]:	$200.00/ hour
Intern II [Architect, Engineer, Interior Designer, Scientist]:	$130.00/ hour
Intern I [Architect, Engineer, Interior Designer, Scientist]:	$110.00/ hour
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	$140.00/ hour
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	$115.00/ hour
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	$95.00/ hour
Executive Administrative Assistant	$115.00/ hour
Administrative Assistant II:	$95.00/ hour
Administrative Assistant I:	75.00/ hour

Consultant Hourly Rates can be provided upon request

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GMC

PAYMENT TERMS

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

LIABILITY INSURANCE

Goodwyn Mills & Cawood Inc. maintains Workmens' compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate will be provided upon request

AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect and Architect's officers, directors, employees, insurers, agents, and consultants to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Architect under this Agreement.

WAIVER OF CONSEQUENTIAL DAMAGES

Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

FORM OF CONTRACT

We understand that the project will be constructed by a competent General Contractor selected by the Owner during the bidding phase. Based on this delivery method, we understand the *AIA standard Agreement between Owner and Architect* to serve as the basis of our agreement. Through the use of this state of Alabama standard document, the contract language and the details of the project delivery method shall be well coordinated.

Our fee structure is based on the use of the standard Alabama DCM language. Should the Owner require modification to the standard language which materially changes the Architect's scope of services, liability, or project related costs, we reserve the right to adjust the Basic Services fee structure proposed herein. It is our understanding that the City of Mobile shall prepare the contract for review.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:

POPULOUS Architects, P C

Jim Swords AIA
Principal

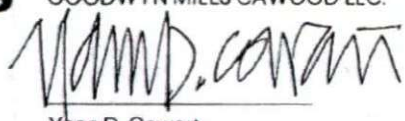
Accepted:

CITY OF MOBILE

Jim DeLapp,
Executive Director, Public Works
City of Mobile

POPULOUS
GMC

GOODWYN MILLS CAWOOD LLC.



Yann D. Cowart
Vice President, Sports Architecture
GMC Mobile

cc: Jim Walker - GMC
Chris Engle - GMC
Proposal File

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goodwyn Mills Cawood, LLC.
Address	11 N. Water Street, Suite 15250 Mobile, AL 36602
Telephone	251-460-4006
E-Mail	yann.cowart@gmcnetwork.com

RFP/RFQ Solicitation Number	
Project Description	Mobile Civic Center Improvements - Master Plan
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO _____ Total #of Employees 500

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Yann D. Cowart

Signature: [signature] Date: 5.24.2023

Title: Vice President

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

Name: Jim Walker Title: Vice President

Email: jim.walker@gmcnetwork.com Phone: 251-460-4006

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company GMC LLC Your Bid/Proposal Amount $ $2,928,667 Date:

5 / 24 / 2023 Description Architectural Design Services

Name of Bidder/Proposer: Jim Walker, AIA

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
GANT Group & Associates	251-377-8457	Architectural Design Services	TBD	7%+/-	Yes	
MBA Engineers Inc.	205-323-6385	Structural Design Services	TBD	3%+/-	Yes	
Camacho Associates Inc	(800) 849-0520	Kitchen Design Services	TBD	2%+/-	HBE/MBE	
Other - TBD				3%+/-	Yes	
TOTAL GOAL				**15%**		

NOTE: The above scope is for partial design and construction services. The other category allows GMC, as AOR, to identify scope that is in alignment as the project design develops

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: GMC LLC

Contact Person: Jim Walker, AIA Phone 251-460-4006 Email jim.walker@gmcnetwork.com

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

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	X	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date Capital Amounts Changed From	06/30/1997 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	12/29/1999 CANCELLATION OF REACQUIRED SHARES
Transaction Date Miscellaneous Filing Entry	03/20/2000 AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date Legal Name Merged	12/30/2002 Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date Miscellaneous Filing Entry	12/30/2002 MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date Registered Agent Changed From	10/31/2005 MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date Agent Mailing Address Changed From	09/05/2018 * Added
Transaction Date Registered Agent Changed From	09/05/2018 CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results | New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

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

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

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

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Harmon Dennis Bradshaw, Inc.
334-273-7277
P.O. Box 241667
Montgomery, AL 36124

CONTACT NAME: Julie Faulkner
PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197
E-MAIL ADDRESS: jfaulkner@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills Cawood, LLC
PO Box 242128
Montgomery, AL 36124

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	ZAGLB9258000	03/03/2023	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	ZACAT9294200	03/03/2023	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	7036908331	03/03/2023	10/01/2023	EACH OCCURRENCE AGGREGATE $	$10,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ZAWCI9750100	03/03/2023	10/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: #CC-034-22, Mobile Civic Center Improvements Master Plan
City of Mobile is named as Additional Insured on the General Liability and Automobile Liability policies, on a primary and non-contributory basis, as their interest may appear regarding work performed or services provided by the named insured where required by written contract and subject to the policy terms and conditions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Liability and Workers Compensation where required by written contract. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 60 day Notice of Cancellation is provided per policy terms, conditions, and exclusion.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2023

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.

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PRODUCER	CONTACT NAME: Jackie Murk
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Goodwyn Mills & Cawood, LLC
Goodwyn, Mills & Cawood, Inc.
P.O. Box 242128
Montgomery AL 36124

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						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	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$1,000,000
							Aggregate	$2,000,000

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

Re: Project #CC-034-22, Mobile Civic Center – Improvements Master Plan.
A 30 Day Notice of Cancellation applies except in the case of non-payment of premium.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Attached is Change Order No. 2 to the contract between the City of Mobile (Owner) and PL Russell LLC. (Contractor) for the Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades), COM Project No. PR-029-22. This Change Order includes park enhancements and product substitutions requested by key stakeholders, incorporates items encountered during project execution, and extends the contract's Substantial Completion date to June 22, 2026. The total net increase to the contract amount is $64,338.62, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

Amount of Contract:
$64,338.62

Funding Source
G-GOMESA

ATTACHMENTS:
1. 00 - Cover Letter CO No.2
2. 00 - Resolution CO No.2
3. 08 - COI-PL Russell-Great Lawn Cooper Riverside
4. 01 - Form CO No.2
5. 02 - City Project Manager, Memo CO No.2
6. 03 - Engineers, Justification, Memo CO No.2-items 1010-1023
7. 04 - Contractor Letter, Summary, Cost Proposal, CO Form No.2
8. 05 - Cost Summary
9. 06 - PL Russell Great Lawn Contract_FULLY EXECUTED
10. 07 - Change Order 1 - PL Russell LLC - Great Lawn Upgrades

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro
James Barber

April 22, 2026

Subject: Change Order No. 2 – Mobile Riverfront Redevelopment
Cooper Riverside Park (Great Lawn Upgrades)

Dear Councilmembers,

Attached is **Change Order No. 2** to the contract between the City of Mobile (Owner) and PL Russell LLC. (Contractor) for the **Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades)**, COM Project No. PR-029-22.

This Change Order includes park enhancements and product substitutions requested by key stakeholders, incorporates items encountered during project execution, and extends the contract's **Substantial Completion date to June 22, 2026**.

The total net increase to the contract amount is **$64,338.62**, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via email at jennifer.greene@cityofmobile.gov.

Respectfully,

Jennifer Greene

Jennifer Greene
Director of Programs and Project Management
Public Works

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No.2 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.2 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.2 is on file in the office of the City Clerk

NAME OF COMPANY:	PL Russell, LLC.
PROJECT NAME:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
PROJECT NO:	PR-029-22
AMOUNT:	$64,338.62 (Increase)

Adopted:

_____
City Clerk

_____
Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/4/2026

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	CONTACT NAME: Allison G Brownlee
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Benchmark Insurance Co.	41394
INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
INSURER C : Lloyd's of London	32727
INSURER D : RSUI Indemnity Company	22314
INSURER E :	
INSURER F :	

INSURED

PL Russell LLC
P.O. Box 1623
Mobile, AL 36606

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2025	7/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2026-AL	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

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

Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

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

David J Brooks

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CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO:	TWO (2)		
PROJECT NO:	PR-029-22	**DATE:**	March 24, 2026
TO CONTRACTOR:	PL Russell, LLC.	**CONTRACT DATE:**	November 24, 2025
ADDRESS:	251 Saint Anthony St., Mobile, AL 36603		

TERMS: You are hereby authorized to make the following changes hereto:
1. Increase the contract amount to $2,944,058.30.
2. Complete the change in scope as referenced in the attachments.
3. Extend contract Substantial Completion date to June 22, 2026 (210 calendar days).

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$120,219.68
Contract Sum prior to Change Order No.2	$2,879,719.68
Contract Sum will be INCREASED by Change Order No.2 in the amount of	$64,338.62
New Contract Sum including this Change Order will be	$2,944,058.30
Contract Substantial Completion date prior to Change Order No.2	May 22, 2026
Contract Substantial Completion date will EXTEND to	June 22, 2026

As of this Change Order No.2, the Contract Sum is $2,944,058.30, and the Substantial Completion date is June 22, 2026.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

3/31/2026

Date

ATTEST:

Spiro N. Cheriogotis, Mayor

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	TWO (2)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number two (2) to contract with PL Russell, LLC., dated March 24, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	03/26/2026
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 2 – Justification Memo
M&N Job No.:	10961-04/05/06

1 Background

The Great Lawn Upgrades package was originally scoped and bid separately with limited available funding and with the understanding that major bulkhead/SCC construction was delivered under a separate contract. To preserve budget and maintain a path to reopening the park, the City's direction during design and bidding was to prioritize essential repairs and to salvage/repurpose serviceable park elements (light poles, convenience receptacles, etc.) where feasible. As construction progressed and stakeholder preferences were refined, some existing devices that were previously outside the park package scope of work or new devices requested, now warrant restoration or upgrades to meet overall functionality and aesthetic expectations for the Cooper Waterfront Park.

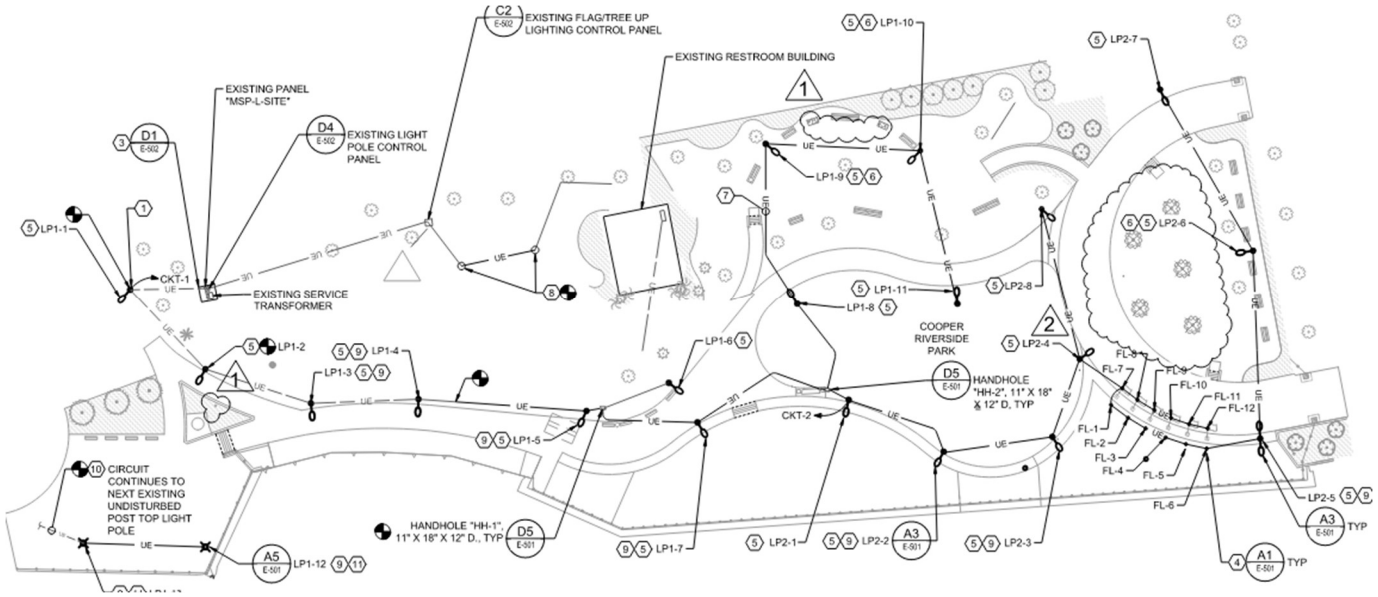

Figure 1: Plan - As bid scope of park upgrades

The latest approved change order also includes additional stakeholder-requested hardscape, accessibility, drainage, and furnishing revisions, as well as deductive removal of the flag poles and associated

foundations from this package so those flags can instead be incorporated into the future roundabout project in front of the park, where they will have improved visibility and aesthetics.

1010 – Out-of-scope convenience receptacle replacement/relocation

This device was intentionally excluded from the Great Lawn Upgrades bid package and remained unaffected by the park improvements scope. The exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the essential repairs to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

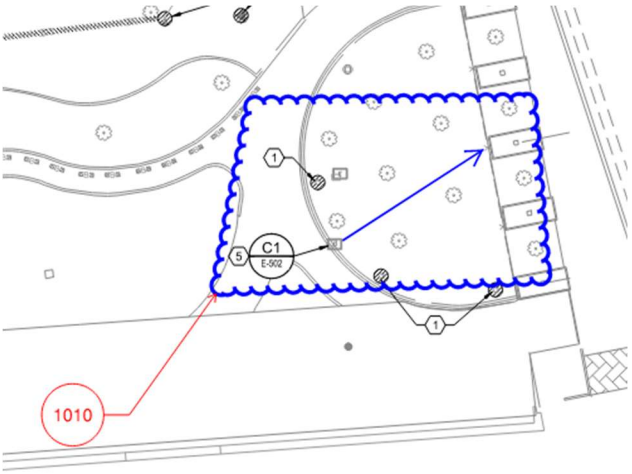

Figure 2: Item 1010 Plan

1011 – Restoration of device impacted by bulkhead/SCC construction

Similar to Item 1010, this device was originally planned to remain in place (reuse/repurpose existing site features) to preserve funding for critical bulkhead repairs and reopening efforts. The electrical contractor discovered conduit and wire damage prior to mobilization, most likely happening during execution of the separate bulkhead/SCC work. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

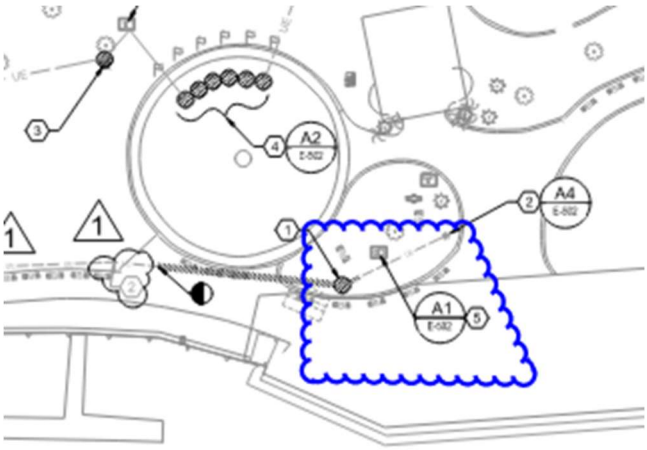

Figure 3: Item 1011 Plan

1012 – Additional scope to provide new amphitheater convenience receptacle pedestal

In the original bid documents this device was not included in the Great Lawn Upgrades bid package. Moffatt & Nichol was not made aware by the stakeholders during the design period about the desire for this device, therefore the exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the essential repairs to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

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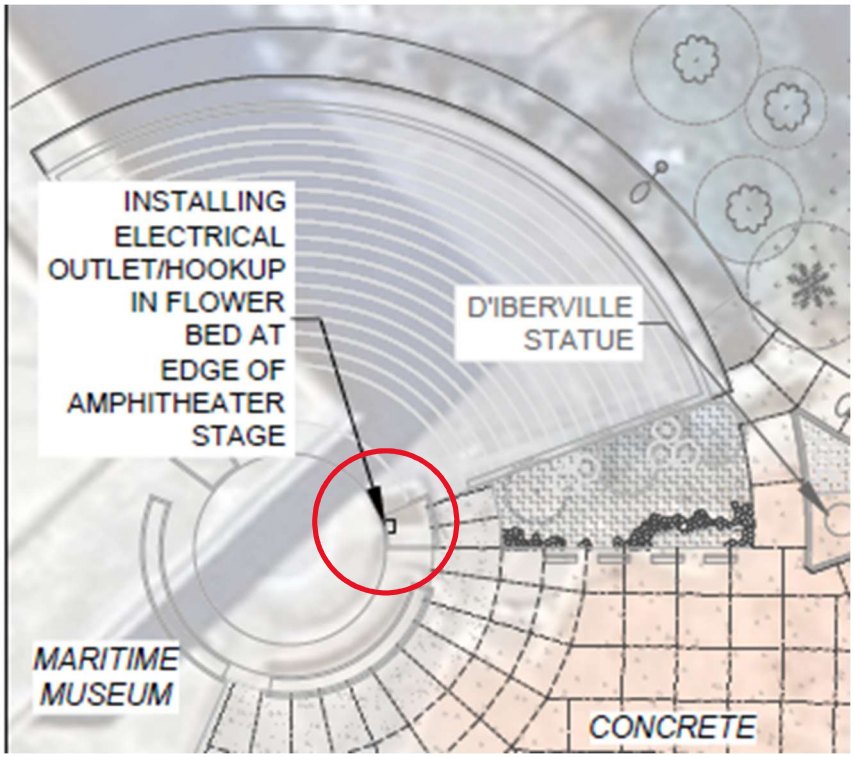


Figure 4: Item 1012 Plan

1013 – Restoration of comm materials impacted by bulkhead/SCC construction

This run of conduit was originally planned to remain in place (reuse/repurpose existing site CCTV) to preserve funding for critical bulkhead repairs and reopening efforts. During execution of the separate bulkhead/SCC work, communications conduit had to be removed for a LP-1-5 foundation demolition. This change is to reconnect the existing comm conduit runs to the new light pole foundations required for a fully operationally CCTV system.

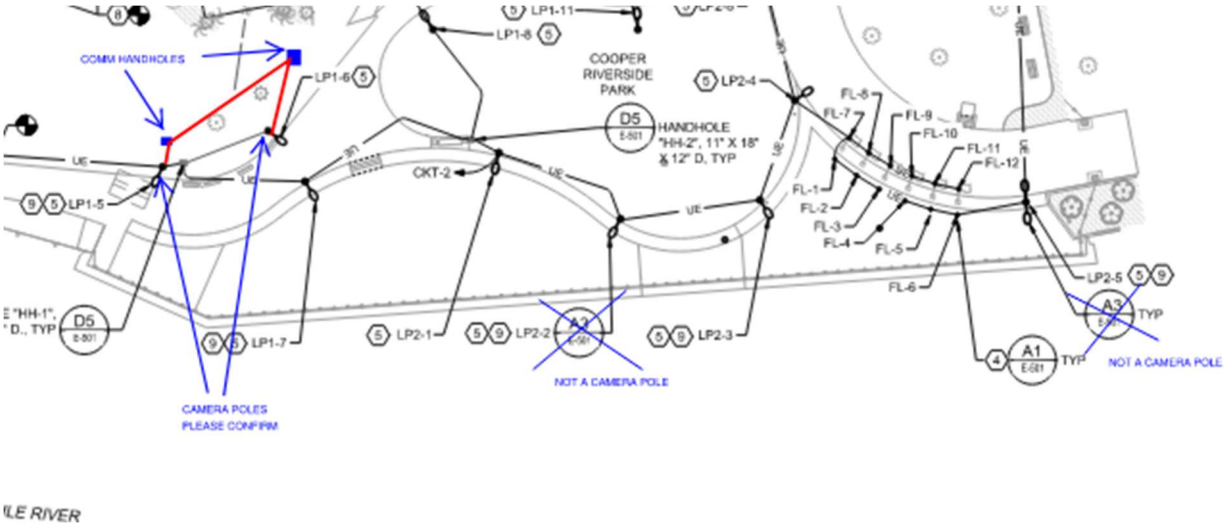
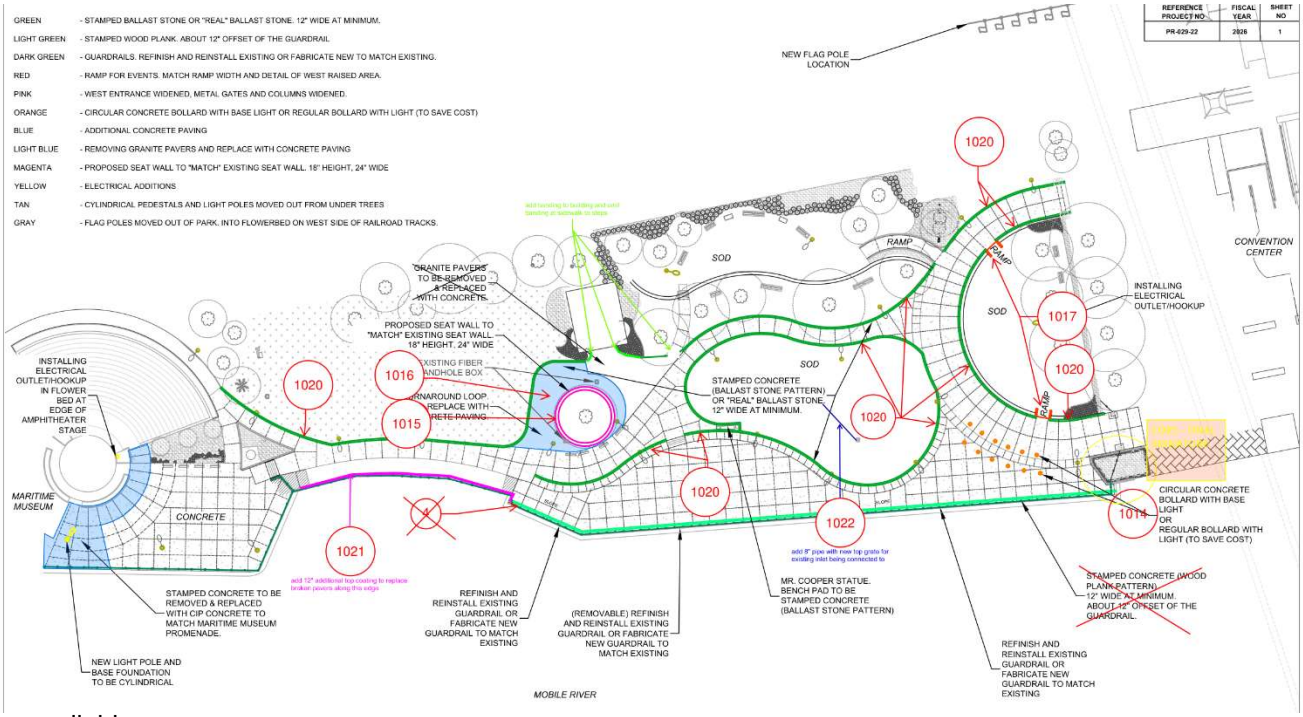


Figure 5: Item 1013 Plan

Additional stakeholder-requested park upgrades included in the approved Change Order No. 2 are summarized below. These items refine the final park layout, improve functionality and finish continuity, and address related restoration/drainage needs while the contractor remains mobilized and access is

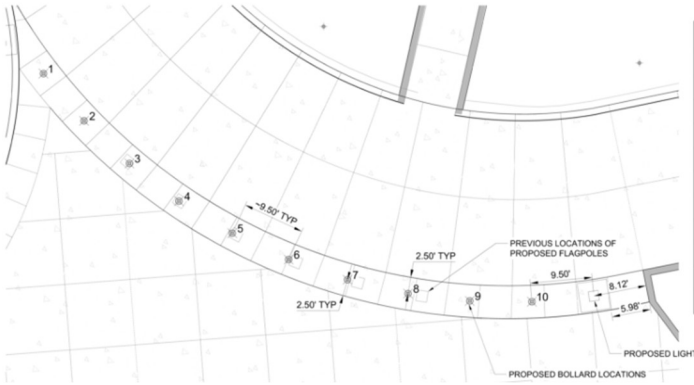


available.

Figure 6: Stakeholder-requested changes associated with Pay Items 1014-1023 and related deduct items in the approved Change Order No. 2 markup.

1014 – Furnish and install surface-mount bollards

This item reflects a stakeholder-requested revision to the originally proposed site furnishing and edge-control approach. During design and bidding, the City directed the team to focus limited available funding on the highest-priority work necessary to reopen the park following the bulkhead program, so these features were not included in the original Great Lawn Upgrades bid package.



Point Table		
Point #	Northing	Easting
1	251541.4100	1799524.4031
2	251547.6116	1799531.5939
3	251554.5382	1799538.0891
4	251562.1122	1799543.8162
5	251570.2490	1799548.7110
6	251578.8574	1799552.7186
7	251587.8410	1799555.7943
8	251597.0994	1799557.9036
9	251606.5287	1799559.0229
10	251616.0236	1799559.1397

Figure 7: Proposed Bollard Layout and Previous Flagpole Locations

As the project advanced, stakeholders requested that the flagpoles be relocated to this area in lieu of installing the originally contemplated bollards in order to better highlight the park entrance, improve visibility and aesthetics, and serve a dual purpose as both a visual feature and a deterrent to vehicle access. This revision also helps protect the bulkhead tie-back zone, which is limited to a live load of 200 psf, by discouraging vehicular loading in that area while better aligning the completed park with the stakeholder vision for the waterfront.

1015 – Circular seat wall at oak tree

This circular or elliptical seat wall is a stakeholder-requested architectural/site feature intended to create a finished focal point around the existing oak tree and better organize this portion of the park. The feature was not part of the original bid documents because earlier scope decisions were driven by budget constraints and the need to prioritize essential restoration work. Adding the seat wall now improves usability, aesthetics, and continuity with the upgraded park character.

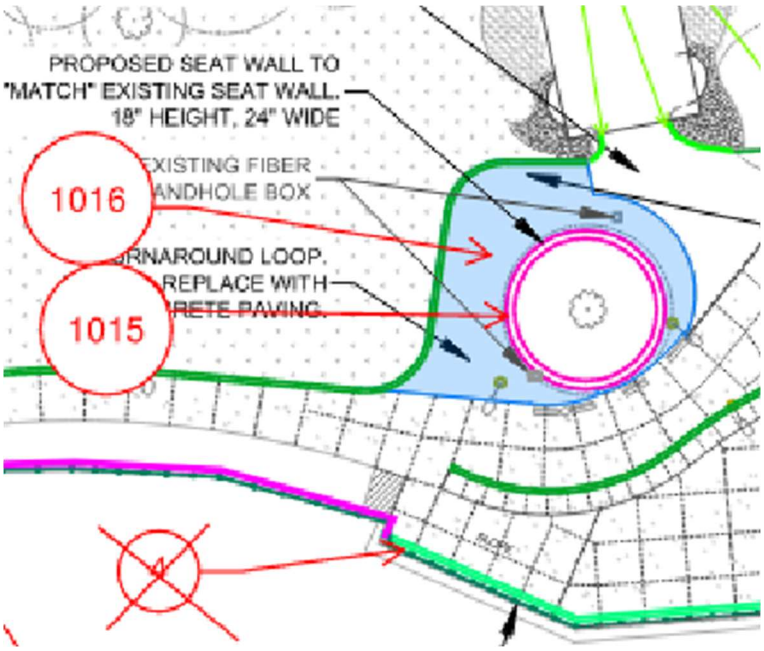


Figure 8: Proposed Circular Seat Wall at Existing Oak Tree and adjacent Pavement

1016 – Additional concrete paving at circular seat wall

This paving is directly associated with Item 1015 and is required to implement the circular seat wall in a complete and constructible manner. It provides the necessary tie-in paving, circulation area, and finished surface around the new feature so the area functions as an integrated part of the revised park layout rather than as an isolated add-on.

1017 – West and east ramp and cheek walls including demolition

These access revisions are stakeholder requested and improve pedestrian/event functionality while better matching the adjacent raised-area layout and final park geometry. This scope was not included in the original bid package and requires associated demolition and cheek wall work to properly revise the approach conditions and provide a complete, coordinated finished result.

1019 – Stamped concrete at Cooper bench

This item reflects a stakeholder-requested aesthetic enhancement at the Cooper bench area. Rather than leaving a plain pad treatment, the stamped concrete provides a more intentional feature surface consistent with the upgraded waterfront character and the other finish refinements being incorporated into the park.

1019 – Belgard tumbled concrete pavers

This hardscape revision is also stakeholder requested and adds a more deliberate paving treatment in select areas to better complement the revised layout and final appearance of the park. The work was not part of the original base scope and is being added now as part of the broader stakeholder-directed finish refinements.

1020 – Additional topping coating to replace broken pavers

This item became necessary during removal of the existing pavers, as the adjacent concrete was damaged in the process. The concrete in this area is older pavement dating back to the original tunnel construction, and its age and condition made it more susceptible to breaking during demolition of the adjoining paver surfaces. This work restores the damaged paving and provides a cleaner, more uniform finished condition in areas affected by field adjustments and final layout refinements.

1021 – Install 8-inch HDPE pipe and 2-foot by 2-foot inlet grate

This item became necessary to restore drainage infrastructure that was damaged during the bulkhead construction and is now beyond practical repair. The damage occurred in connection with construction activities and repeated movement of fill materials associated with the bulkhead work, including material that was relocated multiple times during the 2025 storm events and, at times, moved out of the park area at the direction of the Mayor Simpson. As a result, the original drainage function in this area was compromised. The installation of the new 8-inch HDPE pipe and 2-foot by 2-foot inlet grate is required to reestablish positive drainage, collect runoff in a controlled manner, and properly tie the area back into the existing drainage system so the revised paving and restoration improvements can function as intended.

1022 – Pressure wash amphitheater

This item is a City/M&N directed restoration/cleanup measure intended to bring the amphitheater area to a clean, consistent condition relative to the adjacent completed improvements. Performing the work as part of this change order is reasonable because the contractor is already mobilized and the effort is directly related to the overall finish and presentation of the improved park.

1023 – Jointing at topping slab (backer and bond-breaker tape)

This item became necessary after removal of the existing pavers exposed a previously concealed separation in the underlying pavement/topping slab area. This pavement is supported by a cantilevered structural platform that was constructed over the tunnel during the original tunnel work to connect the park and museum buildings. The exposed separation appears to be the result of long-term movement and deterioration of the original expansion joint/crack treatment, which could not be observed while the pavers were in place. Providing proper jointing materials, including backer rod and bond-breaker tape, is necessary to accommodate movement at this interface, improve constructability of the repair, and provide a more durable finished installation. This treatment will help reduce the potential for premature cracking, reflective distress, and sealant failure in the restored topping slab area.

Deduct item – Remove from scope: installation of flag poles

This deductive change was stakeholder suggested and reflects the decision to remove the flag poles from the current park package. Stakeholders determined the flags will be better suited to the future roundabout project in front of the park, where they will have improved visibility and a more appropriate civic/aesthetic presence.

Deduct item – Remove from scope: concrete flagpole foundations

This deductive item is directly tied to the removal of the flag poles from the current package. Because the flag installation is being deferred to the future roundabout project, the associated foundations, reinforcement, and aggregate sub-base are no longer required as part of this Great Lawn Upgrades change order work.

Contract Time Adjustment – Additional 30 Calendar Days

An additional 30 calendar days is justified to accommodate the added and revised work associated with this change order, including stakeholder-requested scope revisions, field-driven restoration items, and coordination of the final park layout. The added work affects multiple activities that must be sequenced with the ongoing construction operations, including procurement, layout verification, demolition/restoration tie-ins, drainage improvements, joint treatment, and installation of revised site features. Several of these items also resulted from conditions uncovered during demolition or from refinements made after stakeholder review, which could not be fully incorporated into the original contract duration. Accordingly, the total contract duration is recommended to be revised from the original 180 calendar days to 210 calendar days. This additional time will provide a reasonable period for the Contractor to complete the extra work in an orderly manner without compromising quality and will allow the revised improvements to be properly incorporated into the finished project.

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?

   Yes. The approved change order includes a combination of stakeholder-requested scope refinements, finish enhancements, access revisions, and supporting drainage/restoration items that were not part of the original bid package due to earlier budget and funding constraints. It also includes deductive scope revisions reflecting the later stakeholder decision to remove the flag poles and associated foundations from this package and shift that improvement to the future roundabout project in front of the park.

2. Does the change order reflect a new or previously unanticipated scope?

   Yes. The change order incorporates additional site furnishing, hardscape, seating, accessibility, drainage, cleaning, and detailing work beyond the original Great Lawn Upgrades bid scope, along with deductive removal of the flag pole work. These refinements were not fully defined or directed during the original design/bid phase and were confirmed as stakeholder preferences as construction and coordination progressed.

3. Is the proposed cost reasonable?

   Yes. The proposed cost is reasonable and is based on similar bid pricing from the original bid package. The pricing is consistent with the nature of the added and revised work, including labor, equipment, materials, demolition/disposal, drainage work, and restoration needed to complete the approved revisions in a constructible manner while the contractor remains mobilized and site access is available. The deductive items also appropriately credit work that will no longer be performed under the current package.

4. Does the work fall under contingency coverage?

   No. These items represent added stakeholder-directed scope and related supporting work beyond the original bid package limits, along with deductive realignment of the flag pole scope to a future project. This change order is not intended to be covered under the original contingency.

5. Recommendation

   Moffatt & Nichol recommends approval of Change Order No. 2, as revised and approved, in the net lump sum amount of $64,338.62 to incorporate the added Pay Items 1010 through 1023 described above, less the deductive removal of the flag poles and associated foundations from the current package. Moffatt & Nichol also recommends revising the total contract duration from the original 180 calendar days to 210 calendar days to accommodate the added and revised work. The approved change order is reasonable, clearly itemized, and necessary to achieve complete, coordinated finished conditions, implement the stakeholders requested revisions, and realign the flag installation to the future roundabout project where it will provide better visibility and aesthetics.

CHANGE ORDER 2

Prepared By PL Russell

CHANGE ORDER NO.: 2

Owner: **City of Mobile**
Engineer: **Moffat & Nichol, Inc**
Contractor: **PL Russell, LLC**
Project: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Contract Name: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Date Issued:

Owner's Project No.:**PR-029-22**
Engineer's Project No.:
Contractor's Project No.: **25PLR016**
Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER**.** REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES AND COVERS LOAD CENTER AND RECEPTACLE BOXES TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE WE MOBILIZED ON SITE. FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26 INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION. ADD CONDUIT FOR CABLING TO BE INSTALLED TO CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY OTHERS. FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS CIRCUIT #2 TO BE USED. CIRCULAR SEAT WALL AT OAK TREE. ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL. WEST RAMP AND CHEEK WALLS INCLUDING DEMO. STAMPED CONCRETE AT COOPER BENCH. BELGARD TUMBLED CONCRETE PAVERS. ADDITIONAL TOPPING COATING TO REPLACE BROKEN PAVERS. INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE. REMOVE FROM SCOPE - INSTALLATION OF FLAG POLES. PRESSURE WASH AMPHITHEATER. REMOVE FROM SCOPE - CONCRETE FLAG POLE FOUNDATIONS, INCLUDES REINFORCEMENT AND AGGREGATE SUB-BASE SHOWN ON PLANS AND DETAILS.

Attachments:

Location Figures

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $2,759,500.00	Original Contract Times: Substantial Completion: 180 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A** $	**[Increase]** from previously approved Change Orders No.1 to No. 2: Substantial Completion: 30 Ready for final payment:
Contract Price prior to this Change Order: $ $2,879,719.68	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment:
[Increase] Change Order: $ $64,338.62	**[Increase]** this Change Order: Substantial Completion: 30 Ready for final payment:
Contract Price incorporating this Change Order: $ 2,944,058.30	Contract Times with all approved Change Orders: Substantial Completion: 210 Ready for final payment:

	Recommended by Engineer (if required)	Authorized by Owner
By:	D. Sanderson	
Title:	Project Manager	City of mobile Project Manager
Date:	03/24/2026	03/24/2026
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

PL RUSSELL

March 19, 2026

Moffatt & Nichol
Sai Duvvuri, PE
601 Poydras Street, Suite 1860
New Orleans, LA 70130

Re: PR-029-22 Mobile Riverfront Redevelopment – Cooper Riverside Project – Change Order 2

Mr. Duvvuri,

PL Russell is submitting Change Order 2 addressing the additional work outlined below. Attached is are figures indicating the item locations.

Pay Item	Description	Quantity	Unit	Unit Price	Price
1010	REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER NO DETAILS/ENGINEERING PROVIDED BY THE DESIGN TEAM	1	LS	$15,326.00	$15,326.00
1011	REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES AND COVERS LOAD CENTER AND RECEPTACLE BOXES TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE WE MOBILIZED ON SITE NO DETAILS/ENGINEERING FROM THE DESIGN TEAM PROVIDED	1	LS	$5,091.00	$5,091.00
1012	FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION NO DETAILS/ENGINEERING GIVEN BY THE DESIGN TEAM	1	LS	$3,959.00	$3,959.00
1013	ADD CONDUIT FOR CABLING TO BE INSTALLED TO CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY OTHERS	1	LS	$1,063.00	$1,063.00
1014	FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS CIRCUIT #2 TO BE USED EXCLUDES COSTS TO REPAIR AREA AFTER EXCAVATION	1	LS	$45,280.00	$45,280.00
1015	CIRCULAR SEAT WALL AT OAK TREE	1	LS	$64,782.00	$64,782.00
1016	ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL	171	SY	$179.67	$30,723.57

PL RUSSELL

1017	WEST & EAST RAMP AND CHEEK WALLS INCLUDING DEMO	2	LS	$10,183.00	$20,366.00
1019	STAMPED CONCRETE AT COOPER BENCH	180	SF	$29.31	$5,275.80
1019	BELGARD TUMBLED CONCRETE PAVERS	1080	SF	$17.95	$19,386.00
1020	ADDITIONAL TOPPING COATING TO REPLACE BROKEN PAVERS	260	SF	$18.25	$4,745.00
1021	INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE	1	LS	$3,500.00	$3,500.00
1022	PRESSURE WASH AMPHITHEATER	1	LS	$2,152.50	$2,152.50
1023	JOINTING AT TOPPING SLAB (SIKA BACKER/POLYETHYLENE BOND BREAKER TAPE	1	LS	$688.75	$688.75
	REMOVE FROM SCOPE - INSTALLATION OF FLAG POLES	1	LS	$(142,000.00)	$(142,000.00)
	REMOVE FROM SCOPE - CONCRETE FLAGPOLE FOUNDATIONS, INCLUDES REINFORCEMENT AND AGGREGATE SUB-BASE SHOWN ON PLANS AND DETAILS.	1	LS	$(16,000.00)	$(16,000.00)
				Total	**$64,338.62**

If you have any questions, do not hesitate to contact me.

Sincerely,

Jason Prescott

+ 251-385-6091

info@plrussell.com
www.plrussell.com

251 Saint Anthony Street
Mobile, AL 36603
P.O. Box 1623
Mobile, AL 36633

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
PR-029-22	2026	1

GREEN - STAMPED BALLAST STONE OR "REAL" BALLAST STONE. 12" WIDE AT MINIMUM.

LIGHT GREEN - STAMPED WOOD PLANK. ABOUT 12" OFFSET OF THE GUARDRAIL

DARK GREEN - GUARDRAILS. REFINISH AND REINSTALL EXISTING OR FABRICATE NEW TO MATCH EXISTING.

RED - RAMP FOR EVENTS. MATCH RAMP WIDTH AND DETAIL OF WEST RAISED AREA.

PINK - WEST ENTRANCE WIDENED, METAL GATES AND COLUMNS WIDENED.

ORANGE - CIRCULAR CONCRETE BOLLARD WITH BASE LIGHT OR REGULAR BOLLARD WITH LIGHT (TO SAVE COST)

BLUE - ADDITIONAL CONCRETE PAVING

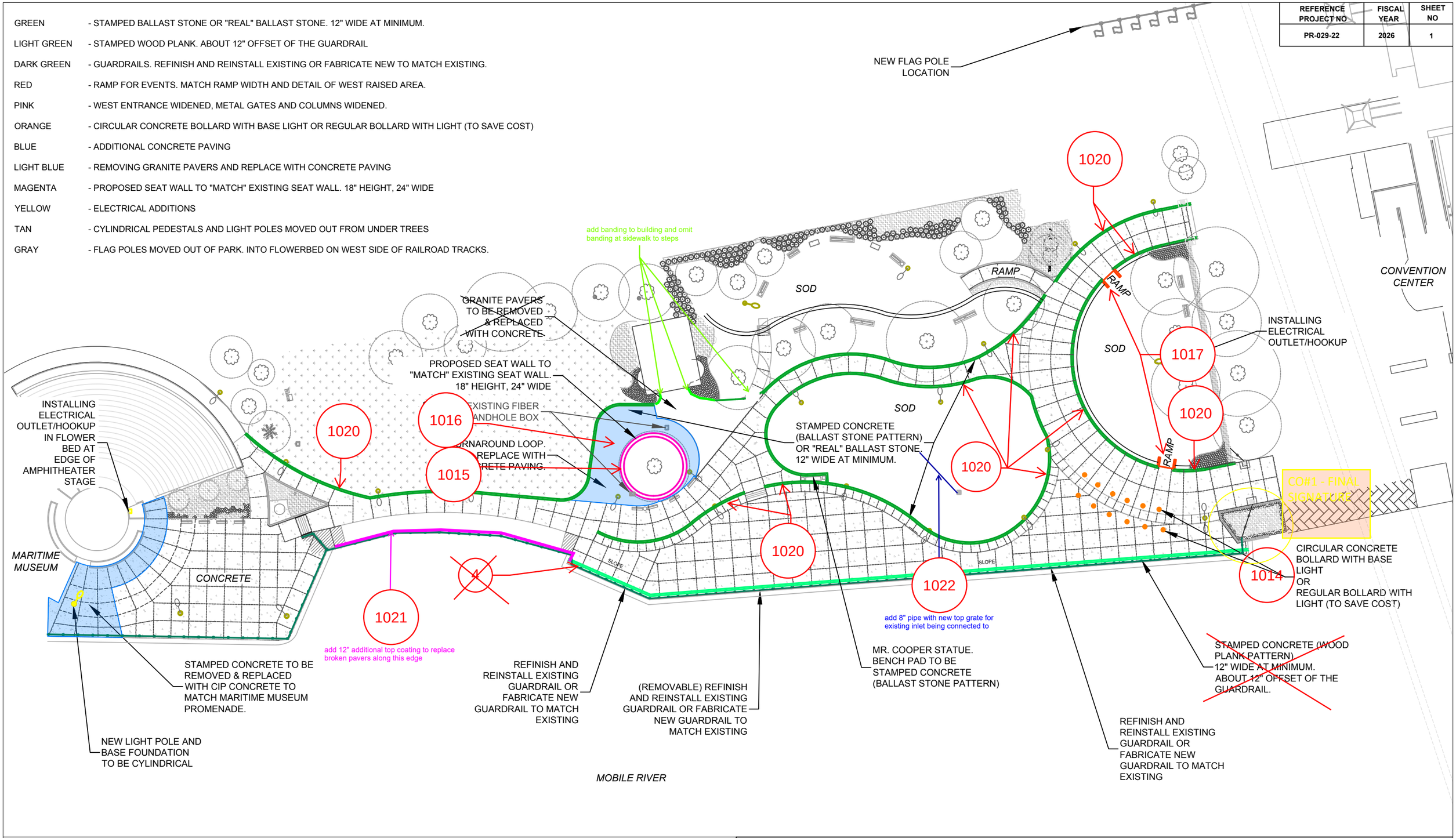
LIGHT BLUE - REMOVING GRANITE PAVERS AND REPLACE WITH CONCRETE PAVING

MAGENTA - PROPOSED SEAT WALL TO "MATCH" EXISTING SEAT WALL. 18" HEIGHT, 24" WIDE

YELLOW - ELECTRICAL ADDITIONS

TAN - CYLINDRICAL PEDESTALS AND LIGHT POLES MOVED OUT FROM UNDER TREES

GRAY - FLAG POLES MOVED OUT OF PARK. INTO FLOWERBED ON WEST SIDE OF RAILROAD TRACKS.

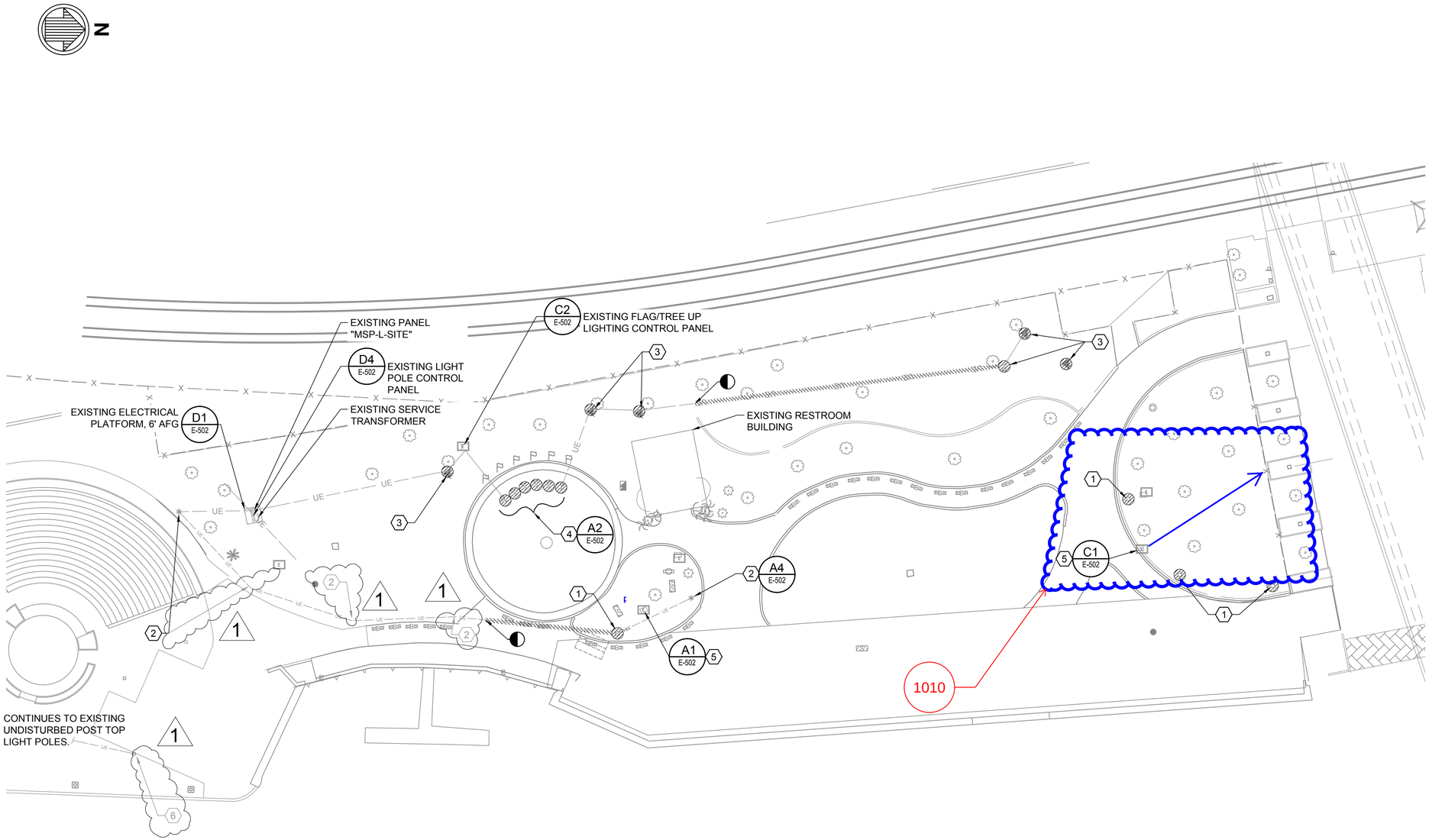


COOPER RIVERSIDE PARK - CO#2 (FIG ATTACHMENT A)

PROJECT MANAGER: JAKE CLEMENTS	01-27-2026 REV 02-13-2026	CITY OF MOBILE	SHEET TITLE	ROUTE
			SITE PLAN REVISED	PROJECT

1010

REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER NO DETAILS/ENGINEERING PROVIDED BY THE DESIGN TEAM



A3 / ED101 ELECTRICAL DEMOLITION SITE PLAN
SCALE: 1" = 30'

30' 0' 30' 60'
SCALE: 1"=30'

ISSUED FOR BID
DATE: JULY 03, 2025

KEY NOTES:

1. REMOVE AND DISPOSE OF LUMINAIRE, POLE AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK CONDUCTORS TO NEAREST LIGHT POLE TO REMAIN UPSTREAM IN THE CIRCUIT OUTSIDE OF STRUCTURAL DEMOLITION LIMITS. ABANDON LANDSIDE CONDUIT IN PLACE.
2. REMOVE AND DISPOSE OF EXISTING POLE MOUNTED LUMINAIRE, POLE AND FOUNDATION. CONDUCTOR TO REMAIN FOR REUSE.
3. REMOVE AND DISPOSE OF TREE UPLIGHT FIXTURE. MOUNTING FOUNDATION TO REMAIN FOR LED RETROFIT. CONDUCTOR TO REMAIN FOR REUSE.
4. REMOVE AND DISPOSE OF FLAG UPLIGHT FIXTURES AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK, REMOVE AND DISPOSE OF CONDUCTORS. TOTAL OF 6.
5. EXISTING RECEPTACLE ENCLOSURE TO REMAIN.
6. EXISTING POST TOP LUMINAIRE, POLE, AND FOUNDATION PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE.

MOBILE ALABAMA

Mark	Description	Date	By
1	ADDENDUM 1	8/12/25	BM
	ISSUED FOR BID	7/3/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DEMOLITION SITE PLAN

Designed by: DNS
Drawn by: DLA
Cad by: RNT
Reviewed by: DJS
Submitted by: SAI KIRAN DUVVURI
Date: 07/03/2025
M&N Project No. 10961-04
Drawing scale: -
Drawing Scale: 1" = 30'
Plot scale: 1:1 (D SHEET)
Rev:

11 N. WATER ST., STE. 20220
MOBILE, AL 36602
(251) 378-9000
moffatt & nichol WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. #: ECA2676

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER SAI KIRAN DUVVURI
SEAL

Sheet Reference No.
ED101
INDEX: 55 OF 59

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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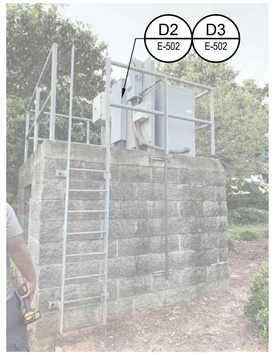


D1 EXIST ELECTRICAL PLATFORM
SCALE: NTS



D2 EXIST SITE PANELBOARD "MSP-L-SITE"
SCALE: NTS



D3 PANELBOARD "MSP-L-SITE"
SCALE: NTS



D4 SITE POLE LIGHTING ENCLOSURE
SCALE: NTS



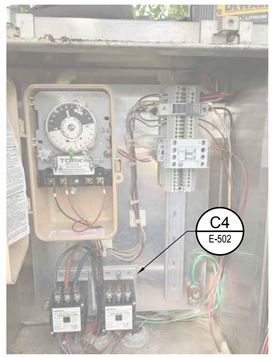
D5 LIGHTING CONTACTORS
SCALE: NTS



C1 EXIST RECEPTACLE ENCLOSURE
SCALE: NTS



C2 LIGHTING CONTROL PANEL
SCALE: NTS



C3 LIGHTING TIMER
SCALE: NTS



C4 LIGHTING CONTACTORS
SCALE: NTS



A1 EXISITNG RECEPTACLE ENCLOSURE
SCALE: NTS



A2 EXISTING GROUND LEVEL FLAG POLE FLOOD LIGHTS
SCALE: NTS



A4 EXISTING LIGHT POLE - SINGLE FIXTURE
SCALE: NTS

LEGEND

DEMO

ISSUED FOR BID
DATE: JULY 03, 2025

MOBILE ALABAMA

Mark	ISSUED FOR BID	1/2025	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

Designed by: DNS
Dwn by: DLA
Ckd by: RNT
Reviewed by: DJS
Submitted by: SAI KIRAN DUVVURI
Date: 07/03/2025
M&N Project No. 10961-04
Drawing code: -
Drawing Scale: AS SHOWN
Plot scale: 1:1 (D SHEET)
Rev.

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ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER SAI KIRAN DUVVURI
SEAL

Sheet Reference No.
E-502
INDEX: 58 OF 59

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DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1011

REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE

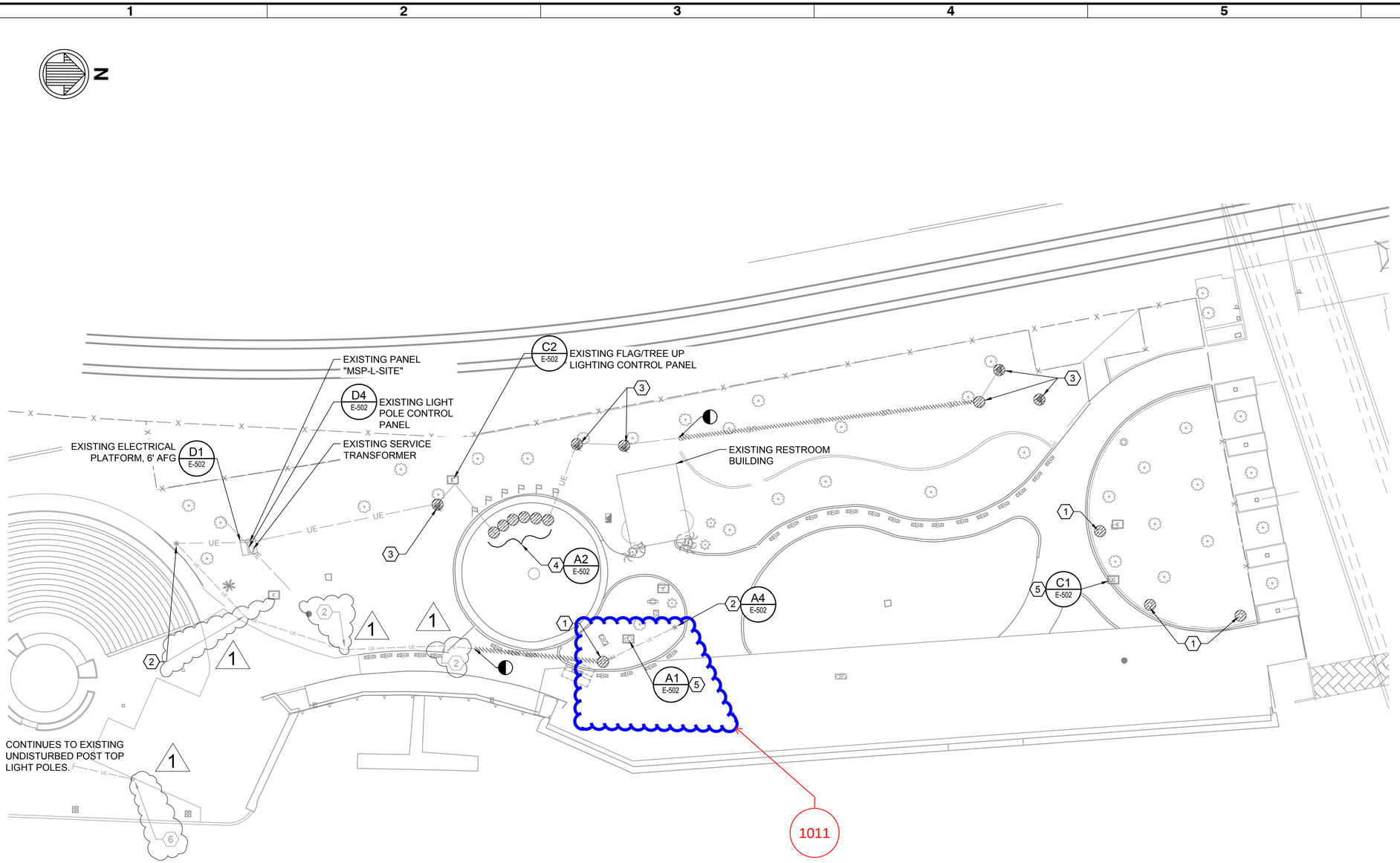
PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES

AND COVERS LOAD CENTER AND RECEPTACLE BOXES

TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE

WE MOBILIZED ON SITE NO DETAILS/ENGINEERING

FROM THE DESIGN TEAM PROVIDED



A3 ED101 ELECTRICAL DEMOLITION SITE PLAN
SCALE: 1" = 30'

30' 0' 30' 60'
SCALE: 1"=30'

ISSUED FOR BID
DATE: JULY 03, 2025

KEY NOTES:

1. REMOVE AND DISPOSE OF LUMINAIRE, POLE AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK CONDUCTORS TO NEAREST LIGHT POLE TO REMAIN UPSTREAM IN THE CIRCUIT OUTSIDE OF STRUCTURAL DEMOLITION LIMITS. ABANDON LANDSIDE CONDUIT IN PLACE.
2. REMOVE AND DISPOSE OF EXISTING POLE MOUNTED LUMINAIRE, POLE AND FOUNDATION. CONDUCTOR TO REMAIN FOR REUSE.
3. REMOVE AND DISPOSE OF TREE UPLIGHT FIXTURE. MOUNTING FOUNDATION TO REMAIN FOR LED RETROFIT. CONDUCTOR TO REMAIN FOR REUSE.
4. REMOVE AND DISPOSE OF FLAG UPLIGHT FIXTURES AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK, REMOVE AND DISPOSE OF CONDUCTORS. TOTAL OF 6.
5. EXISTING RECEPTACLE ENCLOSURE TO REMAIN.
6. EXISTING POST TOP LUMINAIRE, POLE, AND FOUNDATION PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE.

MOBILE ALABAMA

Mark	Description	Date	By
1	ADDENDUM 1	8/12/25	BM
	ISSUED FOR BID	7/3/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DEMOLITION SITE PLAN

Designed by: DNS
Drawn by: DLA
Reviewed by: DJS
Submitted by: SAI KIRAN DUVVURI
Cad by: RNT
M&N Project No. 10961-04
Date: 07/03/2025
Rev:
Drawing scale: -
Drawing Scale: 1" = 30'
Plot scale: 1:1 (D SHEET)

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ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER SAI KIRAN DUVVURI
SEAL

Sheet Reference No.
ED101
INDEX: 55 OF 59

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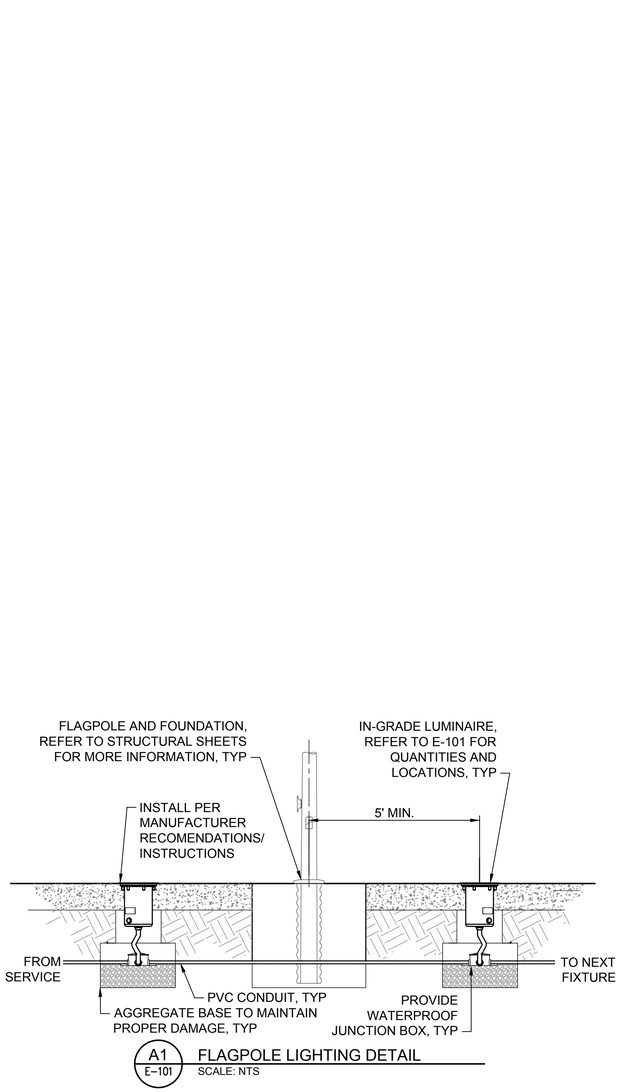
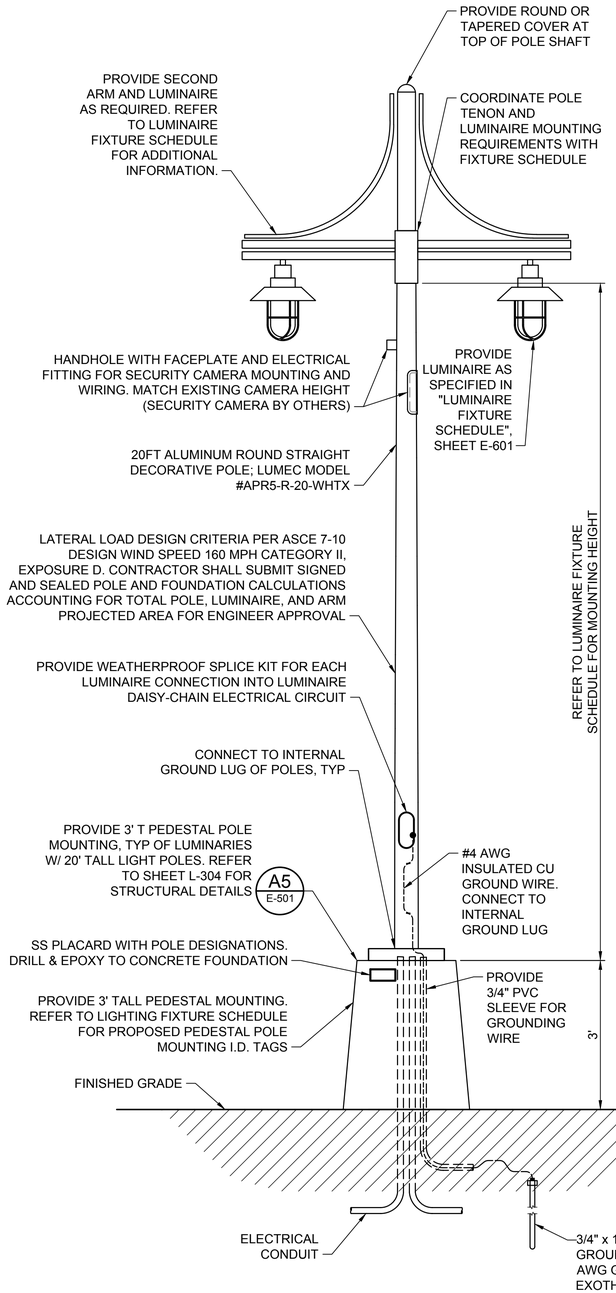
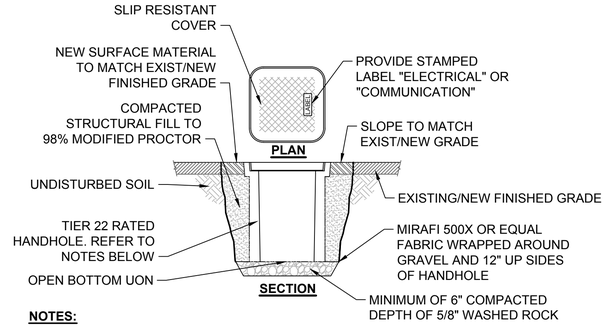
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



A1 E-101 FLAGPOLE LIGHTING DETAIL
SCALE: NTS



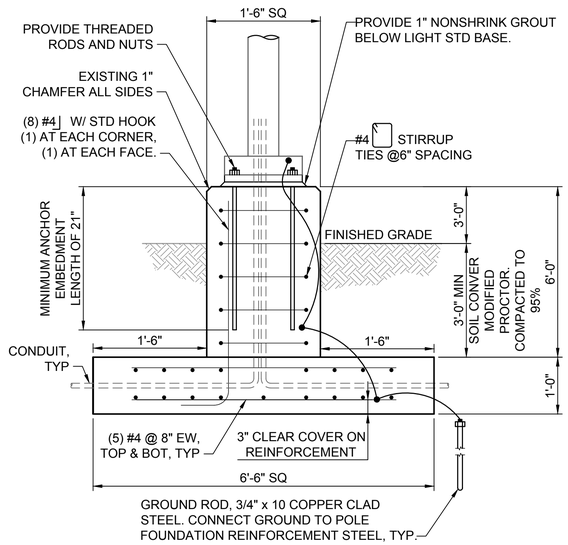
A3 E-101 DETAIL - LIGHT POLE/FIXTURE REPLACEMENT
SCALE: NTS



NOTES:

1. COVER SHALL BE FURNISHED WITH RECESSED BOLTS, OPENING DEVICES AND SAFETY SUPPORT ARMS.
2. OVERLAP GEOTEXTILE FABRIC (MIRAFI 500 OR EQUAL) 1'-0" UNDER STRUCTURE.
3. ALL WIRING SPLICING SHALL BE WATERPROOF SPLICING AND CONDUITS SEALED.
4. PROVIDE CONDUIT TAGS WITH CABLE SCHEDULE NUMBER ON EACH CONDUIT AND WIRE ENTERING AND LEAVING HANDHOLE.

D5 E-101 DETAIL - HANDHOLE
SCALE: NTS



NOTES:

1. COORDINATE WITH POLE MANUFACTURER FOR ANCHOR BOLT DIAMETER AND PATTERN.
2. ANCHOR BOLTS SHALL CONFORM TO ASTM 1554 GR 36.

A5 E-501 DETAIL AT LIGHTPOLE BASE
SCALE: NTS

ISSUED FOR BID
DATE: JULY 03, 2025

MOBILE ALABAMA

Rev:	Date:	Designed by:	Drawn by:	Reviewed by:	Submitted by:
BM 1/20/25 ISSUED FOR BID	07/03/2025	DNS	DLA	DJS	SAI KIRAN DUVVURI
Mark	M&N Project No. 10961-04	Cad by: RNT	Drawing date: -	Drawing Scale: AS SHOWN	Plot scale: 1:1 (0 SHEET)

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (1 OF 2)

moffatt & nichol
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ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER SAI KIRAN DUVVURI
SEAL

Sheet Reference No.
E-501
INDEX: 57 OF 59

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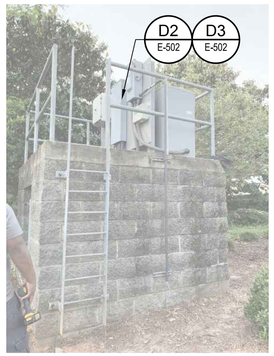


D1 EXIST ELECTRICAL PLATFORM
SCALE: NTS



D2 EXIST SITE PANELBOARD "MSP-L-SITE"
SCALE: NTS



D3 PANELBOARD "MSP-L-SITE"
SCALE: NTS



D4 SITE POLE LIGHTING ENCLOSURE
SCALE: NTS



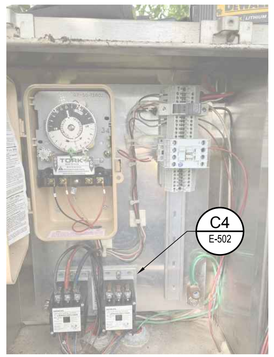
D5 LIGHTING CONTACTORS
SCALE: NTS



C1 EXIST RECEPTACLE ENCLOSURE
SCALE: NTS



C2 LIGHTING CONTROL PANEL
SCALE: NTS



C3 LIGHTING TIMER
SCALE: NTS



C4 LIGHTING CONTACTORS
SCALE: NTS



A1 EXISITNG RECEPTACLE ENCLOSURE
SCALE: NTS



A2 EXISTING GROUND LEVEL FLAG POLE FLOOD LIGHTS
SCALE: NTS



A4 EXISTING LIGHT POLE - SINGLE FIXTURE
SCALE: NTS

LEGEND

DEMO

ISSUED FOR BID
DATE: JULY 03, 2025

MOBILE ALABAMA

Mark	ISSUED FOR BID	1/20/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

Designed by: DNS
Dwn by: DLA
Ckd by: RNT
Reviewed by: DJS
Submitted by: SAI KIRAN DUVVURI
Date: 07/03/2025
M&N Project No. 10961-04
Drawing code: -
Drawing Scale: AS SHOWN
Plot scale: 1:1 (D SHEET)
Rev.

moffatt & nichol
11 N. WATER ST., STE. 20220
MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. #: ECA2676

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER SAI KIRAN DUVVURI
SEAL

Sheet Reference No.
E-502
INDEX: 58 OF 59

File: Q:\BR\10961-04\20 CADD_Active_10961-04 Mobil River WtrFrnt\10961O4E-502 ; Plotted: 7/8/2025 2:50 PM by BORDELON, ABIGAIL ; Saved: 7/8/2025 10:16 AM by ABORDELON

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1012

FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION NO DETAILS/ENGINEERING GIVEN BY THE DESIGN TEAM

Outdoor Power Pedestal



Outdoor Power Pedestals offer new versatility to outdoor power applications

Provide Higher Power to Outdoor Locations

Designed to be used for high amperage outdoor applications, the Outdoor Power Pedestal can accommodate 15 to 60 amp devices. The pedestal is a durable solution to providing facility power to outdoor environments and applications such as food trucks, events or maintenance equipment. There are several configurations depending on the application requirements, including 1-gang, 2-gang or pin & sleeve device plates. Select configurations also include a hinged in-use cover that can be locked to prevent unauthorized access.

Features & Benefits

- **Provides standard power for facilities:** Can accommodate up to (2) 15-20A weather-resistant devices that can be used with the integrated while-in-use cover or any 3rd party while-in-use cover available for a 1 or 2 gang opening.
- **Provides higher amp power for facilities:** Pedestals can also accommodate higher 30-60A NEMA and CS devices. Higher amp devices that are watertight can be mounted directly to the pedestal while all others must use an appropriate weatherproof cover.
- **Pin and Sleeve Devices:** Standard Pin and Sleeve plate supports 30A Pass & Seymour Pin and Sleeve devices. **Note:** Pin and Sleeve devices do not have standard mounting hole locations, custom plates may be needed for other brands and/or amperages.
- **Height Options of 16" or 30":** Choose from two different height options to best meet the needs of your application.
- **Hinged cover with locking tab:** Cover closes automatically to meet while-in-use requirements for 15 and 20 amp devices and provides capability to lock cover when not in use to prevent unauthorized access.
- **Outdoor-rated construction:** Sheet metal form designed for durability in outdoor locations. UL listed to NEMA 3R requirements to ensure optimal performance.
- **Durable, premium finishes:** Available in two outdoor-rated finishes to complement your space design. Choose from black or silver to perfectly match your project.
- **UL Listed:** Standard 1773.
- **1 & 2 Gang Options:** Available in single or dual gang options with select configurations of dual gang including an internal divider for power and low voltage applications.

Vertical Markets

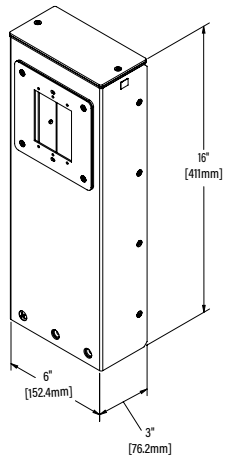
- **Commercial**
- **Entertainment**
- **Hospitality**
- **Parks**
- **Transit**

Compliance

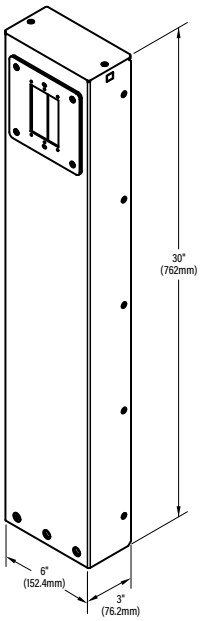
CULus Listed, File Number E479489, Guide PUPR
Outdoor Power Pedestals are UL Listed to meet NEMA 3R requirements for use in outdoor locations.
Outdoor Power Pedestals comply with ADA guidelines.

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP1G30-BK **XPP1G30-SV** **XPP1G16-BK** **XPP1G16-SV**	**Outdoor Power Pedestal, 1-Gang Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Single gang device plate allows for mounting of devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP1G30) or 16" (XPP1G16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC10SX - Standard Depth WIUCAST1 - Cast Cover WIUC10FRED - Extra Heavy Duty **Suggested Pass & Seymour Weatherproof Covers** CA8-XX: Duplex Cover CA26-XX: Decora Cover CA721-X: 1.625" CA725-X: 1.750" CA723-X: 2.125" WPG1: Flip lid 15A Turn lock WPG2: Flip Lid 20/30A Turn lock 7425: Flip Lid 20/30A Turn lock 7770: Flip Lid 50A Turn Lock

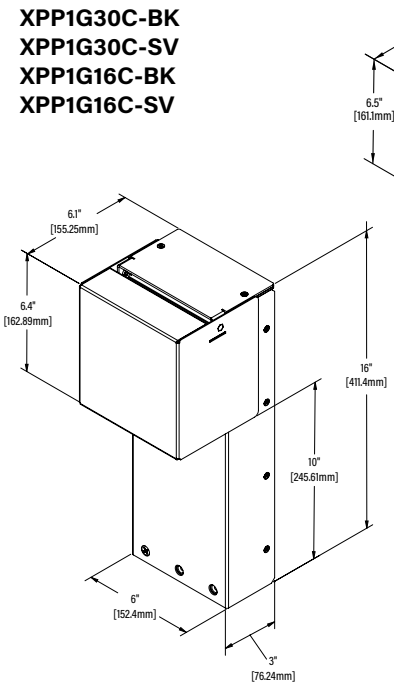


XPP1G16 (16"H)

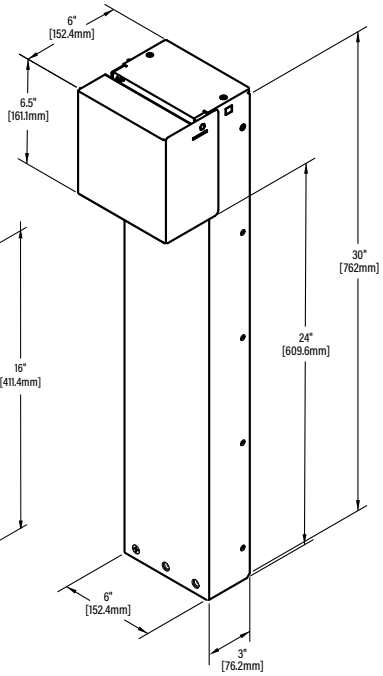


XPP1G130 (30"H)

Catalog No./Item	Description / Specifications
XPP1G30C-BK **XPP1G30C-SV** **XPP1G16C-BK** **XPP1G16C-SV**	**Outdoor Power Pedestal, 1-Gang Device Plate with Hinged Cover –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Single gang device plate allows for mounting of devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP1G30C) or 16" (XPP1G16C) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Note:** Some water-tight weatherproof covers such as flip lid styles (Pass and Seymour 7770, WPG1, WPG2) for 30-60A devices may fit under the provided hood. Hood is for aesthetics only when used with 30-60A devices.



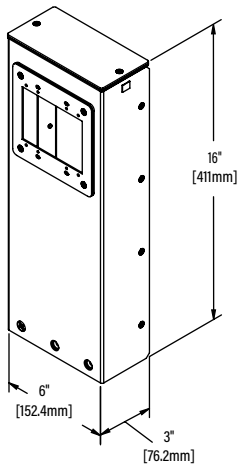
XPP1G16C (16"H)



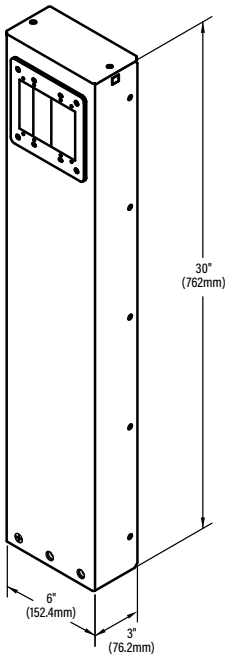
XPP1G30C (30"H)

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP2G30-BK **XPP2G30-SV** **XPP2G16-BK** **XPP2G16-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate allows for mounting of multiple devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP2G30) or 16" (XPP2G16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC20X WIUCAST2 WIUC20FRED **Suggested Pass & Seymour Weatherproof Covers** CA82-X: (2) Duplex CA262-G: (2) Decora CA72-G: (2) Simplex 3796: 2.156" dia opening

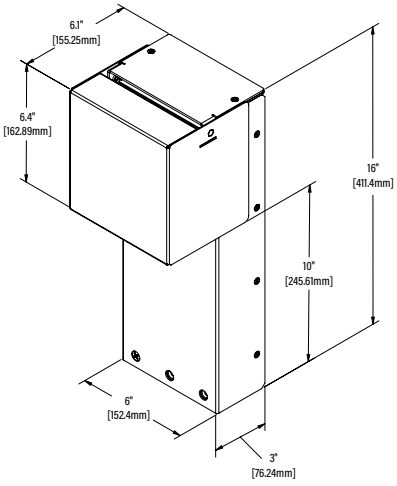


XPP2G16 (16"H)

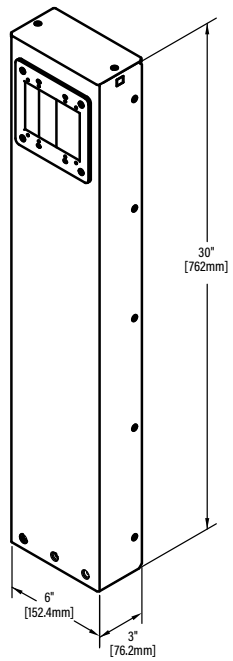


XXPP2G30 (30"H)

Catalog No./Item	Description / Specifications
XPP2G30D-BK **XPP2G30D-SV** **XPP2G16D-BK** **XPP2G16D-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate with Internal Divider –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate and internal divider allows for mounting of standard and low voltage devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP2G30D) or 16" (XPP2G16D) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC20X WIUCAST2 WIUC20FRED **Suggested Pass & Seymour Weatherproof Covers** CA82-X: (2) Duplex CA262-G: (2) Decora CA72-G: (2) Simplex 3796: 2.156" dia. opening



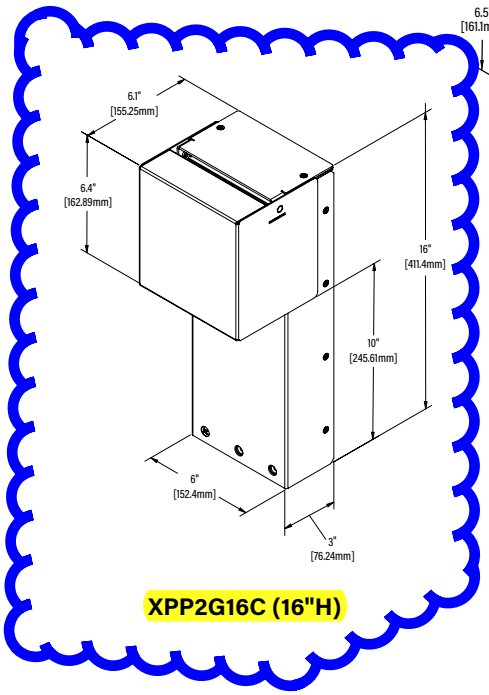
XPP2G16D (16"H)



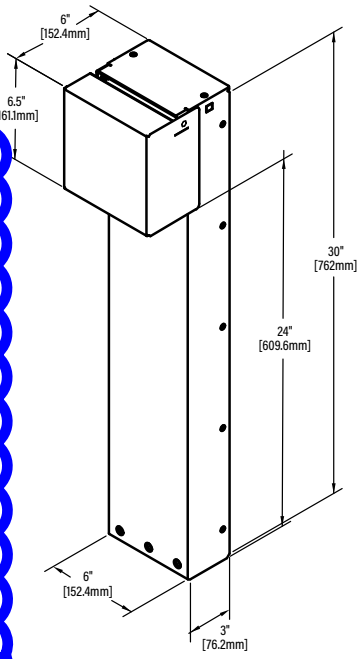
XPP2G30D (30"H)

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP2G30C-BK **XPP2G30C-SV** **XPP2G16C-BK** **XPP2G16C-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate with Hinged Cover –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate allows for mounting of multiple devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP2G30C) or 16" (XPP2G16C) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**

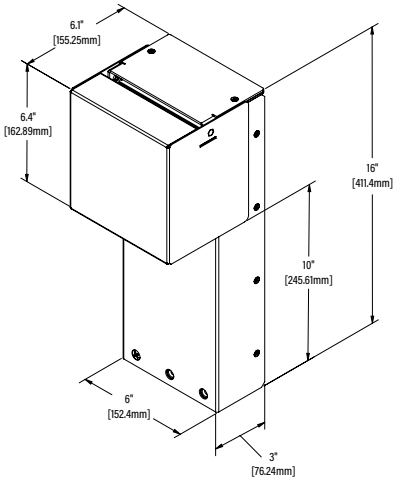


XPP2G16C (16"H)

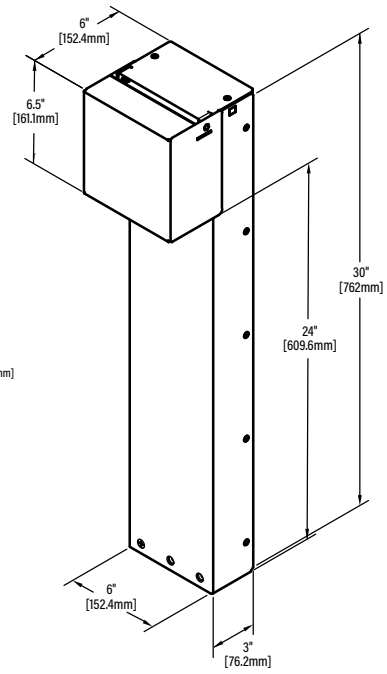


XPP2G30C (30"H)

Catalog No./Item	Description / Specifications
XPP2G30CD-BK **XPP2G30CD-SV** **XPP2G16CD-BK** **XPP2G16CD-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate with Hinged Cover and Internal Divider –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate and internal divider allows for mounting of standard and low voltage devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP2G30CD) or 16" (XPP2G16CD) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**



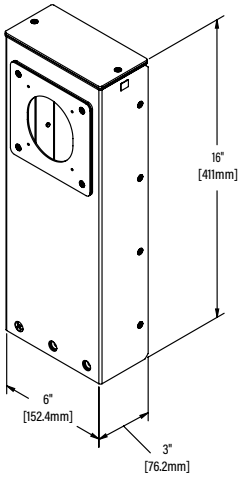
XPP2G16CD (16"H)



XPP2G30CD (30"H)

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPPPS30-BK **XPPPS30-SV** **XPPPS16-BK** **XPPPS16-SV**	**Outdoor Power Pedestal, Pin & Sleeve Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. The pin and sleeve device plate is for use with Pass & Seymour 30A Pin and Sleeve devices. Available in standard 30" (XPPPS30) or 16" (XPPPS16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**



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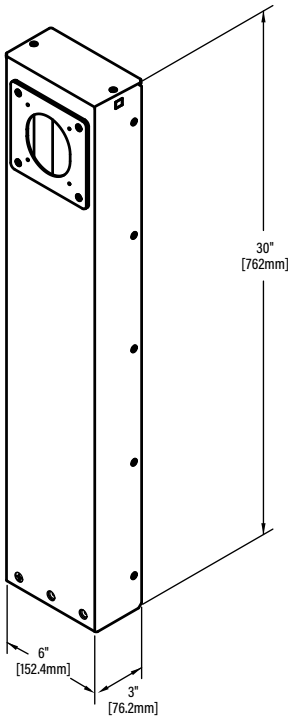
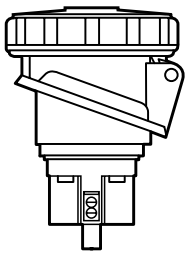


XPPPS30 (30"H)



Available Pass & Seymour Pin and Sleeve Devices

3 Wire	4 Wire	5 Wire
S330R4W	PS430R12W	PS530R9W
S330R6W	PS430R9W	PS530R7W
S330R7W	PS430R7W	PS530R5W
	PS430R5W	
	PS430R3W	

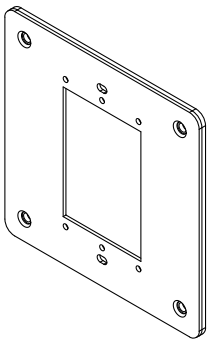
Outdoor Power Pedestal Customization Information

The outdoor power pedestal is offered at a standard height of 30" but can be custom ordered for different heights to match your application from 16 – 48".

For custom orders and sizes, please contact your Legrand sales representative.

Outdoor Power Pedestal Accessories Ordering Information

XPP1GP-BK
XPP1GP-SV

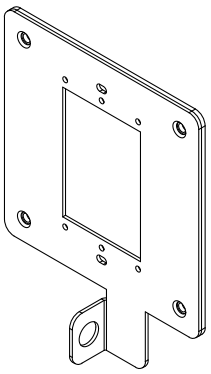


Replacement 1-Gang Device Plate – Replacement plate for 1-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP1GPL-BK
XPP1GPL-SV

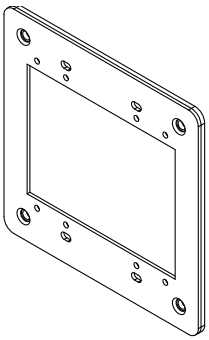


Replacement 1-Gang, Locking Device Plate – Replacement Plate for 1-gang Outdoor Power Pedestal with Hinged Cover.

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GP-BK
XPP2GP-SV

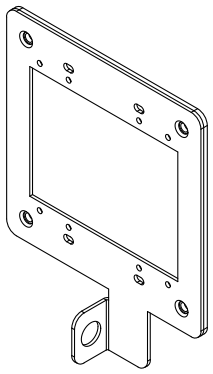


Replacement 2-Gang Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GPL-BK
XPP2GPL-SV

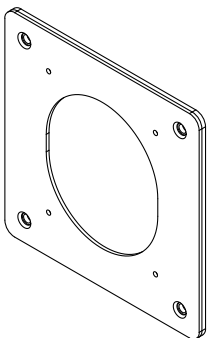


Replacement 2-Gang Locking Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal with Hinged Cover

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPPPSP-BK
XPPPSP-SV

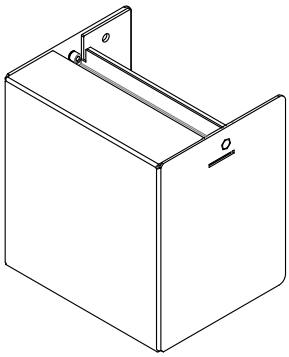


Replacement Pin & Sleeve Device Plate – Replacement plate for Pin & Sleeve Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPPC-BK
XPPC-SV



Replacement Cover for Outdoor Power Pedestal – Replacement hinged cover for Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

NOTE: All brand and product names referenced in this document are registered trademarks or trademarks of their respective holders.

Legrand, North America
60 Woodlawn Street
West Hartford, CT 06110
1.877.BY.LEGRAND (295.3472)
www.legrand.us

Canada
905.738.9195
www.legrand.ca

FOLLOW US

WIREMOLD®

Outdoor Power Pedestal - Pedestal Mounting

Socle passe-câbles pour extérieur - Fixation du socle

Pedestal de alimentación para exteriores - Montaje del pedestal

No: 1025310 - 0220

Installation Instructions • Notice d'Installation• Instrucciones de Instalación

Catalog Number(s) • Numéro(s) de Catalogue • Número(s) de Catálogo: XPP1G, XPP1GC, XPP2G, XPP2GC, XPP2GD, XPP2GCD, XPPPS, XPPC, XPP1GP, XPP2GP, XPP1GPL, XPP2GPL, XPPPSP

Country of Origin • Pays d'origine • País de origen:

Made in USA • Fabriqué aux États-Unis • Hecho en EE. UU.

IMPORTANT:
Please read all instructions before beginning installation

Legrand electrical systems conform to and should be properly grounded in compliance with requirements of the current National Electrical Code or codes administered by local authorities.

All electrical products may present a possible shock or fire hazard if improperly installed or used. Legrand electrical products may bear the mark of a Nationally Recognized Testing Laboratory and should be installed in conformance with current local and/or the National Electrical Code.

IMPORTANT :
Veuillez lire l'ensemble des instructions avant de commencer l'installation.

Les systèmes électriques Legrand sont conformes au Code National de l'électricité (National Electrical Code) ou aux codes locaux en vigueur et doivent être mis à la terre conformément à ces codes.

Tous les produits électriques peuvent présenter un risque d'électrocution ou d'incendie s'ils ne sont pas installés ou utilisés correctement. Les produits électriques Legrand peuvent porter la marque d'un laboratoire reconnu et doivent être installés conformément au Code national de l'électricité et/ou aux codes locaux en vigueur.

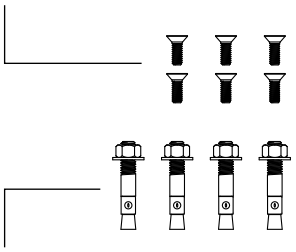
IMPORTANTE:
Lea todas las instrucciones antes de comenzar la instalación.

Los sistemas eléctricos Legrand cumplen con los requisitos del Código Eléctrico Nacional (National Electrical Code, NEC) actual o con los códigos impuestos por las autoridades locales y deben conectarse a tierra consecuentemente.

Todos los productos eléctricos pueden presentar un riesgo de descarga o incendio si se los instala o utiliza incorrectamente. Los productos eléctricos Legrand pueden llevar la marca de un laboratorio de pruebas reconocido a nivel nacional y se deben instalar conforme al código local en vigencia o al Código Eléctrico Nacional.

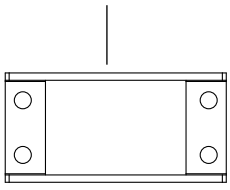
PACKAGE CONTENTS
CONTENU
CONTENIDO DE LA CAJA

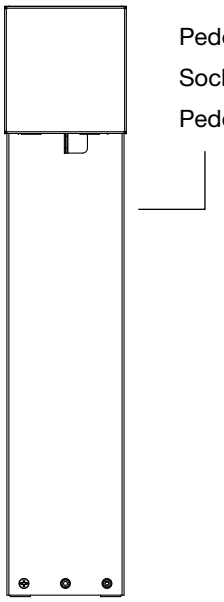
(6) Mounting Screws
6 vis de fixation
(6) Tornillos de montaje



(4) 3/8" Concrete Studs
4 goujons en béton de 3/8 po (9,52 mm)
(4) Taquetes para hormigón de 3/8"

Base (Installed for shipping)
Base (Installée pour l'expédition)
Base (Instalada para envío)





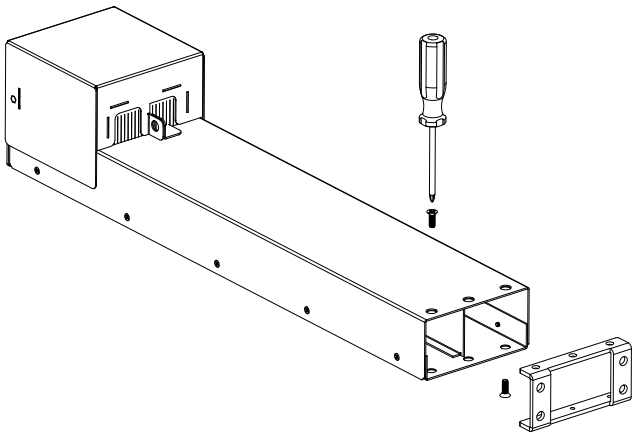
Pedestal
Socle
Pedestal

1

Remove 2 screws at base of pedestal.

Retirer les 2 vis situées sur la base de la colonne.

Quite los 2 tornillos de la base del pedestal.

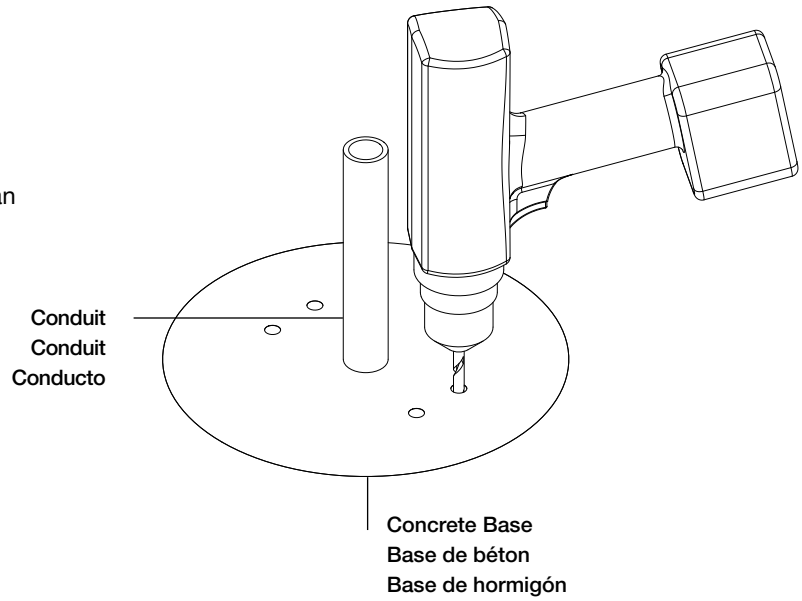


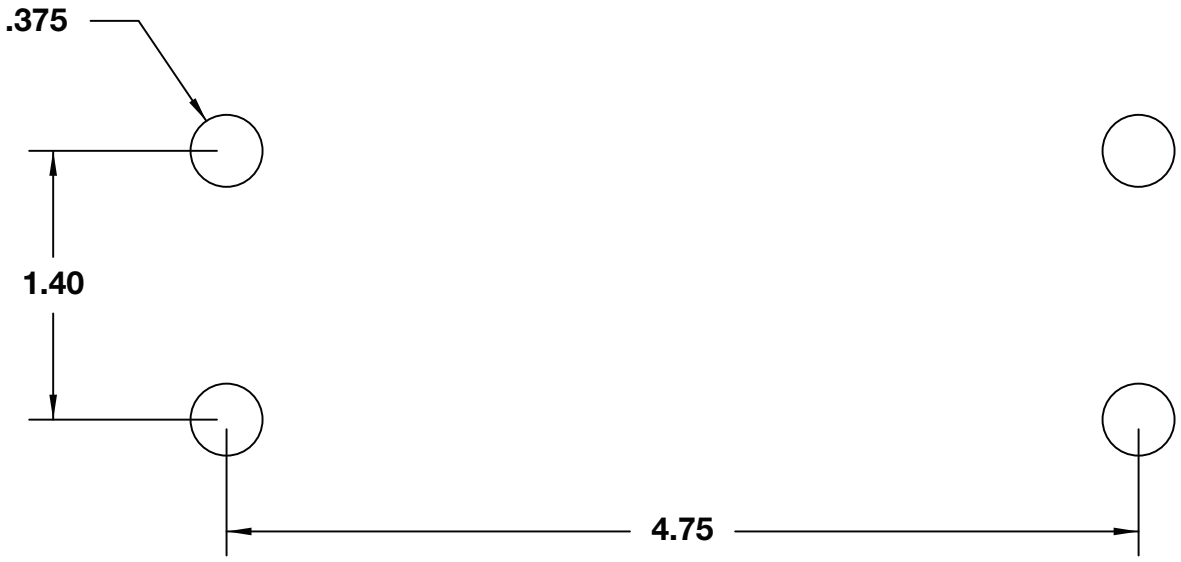
2

Drill 3/8" mounting holes using base as template or dimensions shown below

Percer des trous de fixation de 3/8 po en se servant de la base comme gabarit ou suivre les dimensions indiquées ci-dessous

Taladre los orificios de montaje de 3/8" utilizando la base como plantilla o las dimensiones que se indican debajo



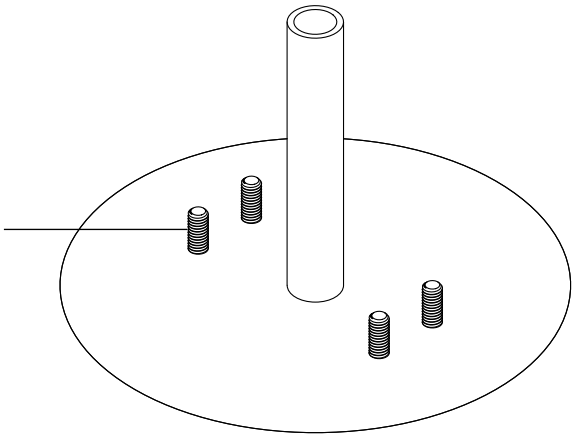


3

Install (4) concrete studs

Fixer les 4 goujons pour béton

Instale los (4) taquetes para hormigón

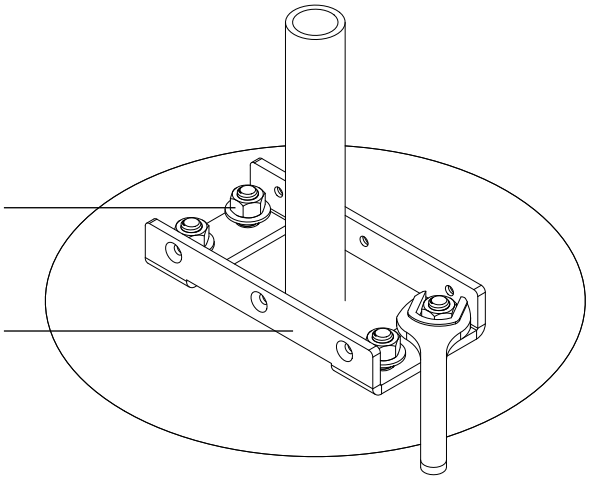


4

Remove base from pedestal. Install and level base.

Retirer la base du socle. Installer la base et la mettre à niveau.

Retire la base del pedestal. Instale y nivele la base.

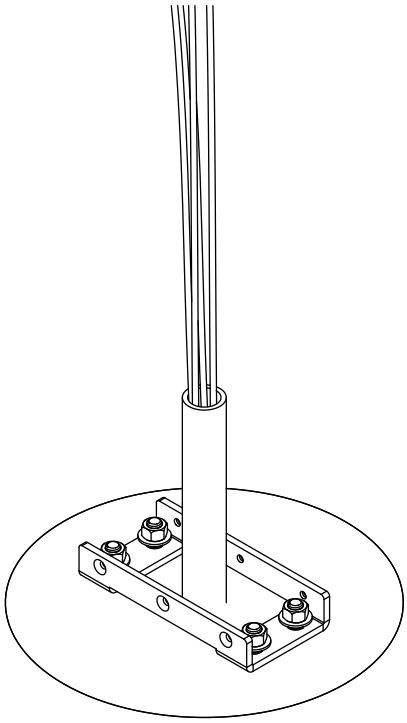


5

Pull wires to desired length

Tirer les câbles à la longueur voulue

Jale los cables hasta alcanzar la longitud deseada

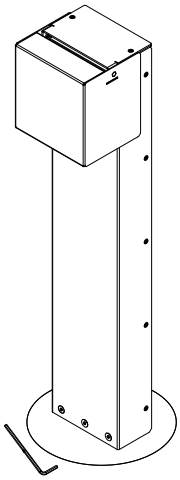


6

Install pedestal to base using (6) included 1/4-20 3/4 hex screws. Torque between 6-9 ft-lbs

Installer le socle sur la base à l'aide des 6 vis à tête hexagonale 1/4-20 3/4 incluses. Les serrer entre 6 et 9 livres-pieds

Instale la base en el pedestal utilizando los (6) tornillos incluidos de cabeza hexagonal de 1/4-20 3/4. Apriete a un torque de entre 6 y 9 pies-lbs

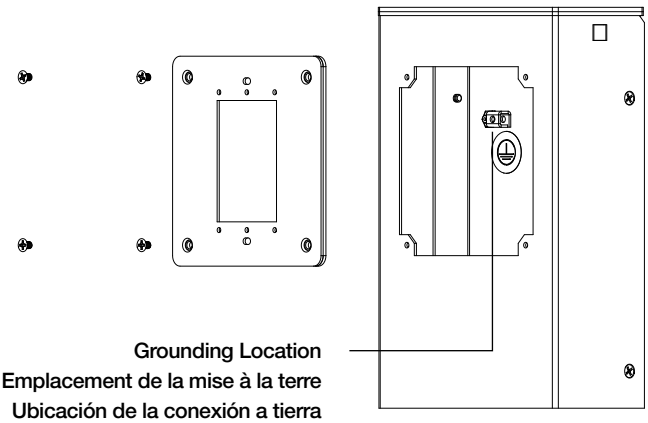


7

Remove device plate, install and wire device(s) and outlet box cover (if applicable) per manufacturer's installation instructions. (See note Below)

Retirer la plaque du dispositif, installer et raccorder le ou les dispositifs et le couvercle de la boîte de prise de courant (le cas échéant) conformément aux instructions d'installation du fabricant. (Voir remarque ci-dessous)

Retire la placa del dispositivo, instale y cablee el o los dispositivos y la cubierta de la caja del tomacorriente (si fuese el caso) siguiendo las instrucciones de instalación del fabricante. (Véase la nota debajo)



IMPORTANT

A listed (RTRT/7 or KCXS/7 or QLIW/7) receptacle rated 60A max and/or a listed switch (WMUZ/7) rated 60A max. Each of these devices shall be installed with either a UL listed (QCMZ/7) non-metallic outlet box cover suitable for wet locations or a listed (QCIT/7) metallic outlet box cover suitable for use in wet locations

GFCI receptacle must be marked "WR" or rated weather resistant.

Cover versions XPP1GC and XPP2GC may be used as purchased for wet locations (**15A-20A devices only**)

Lowest live parts can not be lower than 12in from final grade level

IMPORTANT

Prise homologuée (RTRT/7 ou KCXS/7 ou QLIW/7) pour intensité nominale de 60 A max et/ou commutateur homologué (WMUZ/7) pour intensité nominale 60 A max. Chacun de ces dispositifs doit être installé avec un couvercle de prise de courant non-métallique homologué UL (QCMZ/7) convenant aux emplacements mouillés ou avec un couvercle de prise de courant métallique homologué (QCIT/7) convenant aux emplacements mouillés.

La prise du disjoncteur différentiel de fuite à la terre doit être marquée « WR » ou homologuée résistante aux intempéries.

Les versions de couvercle XPP1GC et XPP2GC peuvent s'utiliser dans les emplacements mouillés telles qu'elles sont fournies (**dispositifs 15 A-20 A seulement**)

Les parties sous tension les plus basses doivent être à une hauteur supérieure à 30 cm (12 po) par rapport au niveau de grade final

IMPORTANTE

Un tomacorriente homologado (RTRT/7 o KCXS/7 o QLIW/7) con una capacidad nominal máxima de 60 A y/o un interruptor homologado (WMUZ/7) con una capacidad nominal máxima de 60 A. Cada uno de estos dispositivos debe instalarse con una cubierta no metálica en la caja del tomacorriente que tenga la homologación UL (QCMZ/7), apropiada para lugares húmedos o una cubierta metálica en la caja del tomacorriente homologada (QCIT/7) y que sea idónea para lugares húmedos

El tomacorriente GFCI debe tener la marca "WR" o estar catalogado como resistente a la intemperie.

Las cubiertas de las versiones XPP1GC y XPP2GC pueden usarse como se ofrecen en el comercio para lugares húmedos (**dispositivos de 15 A a 20 A únicamente**)

Las partes bajo tensión que están a la menor altura no pueden estar a menos de 12 pulgadas del nivel de inclinación final

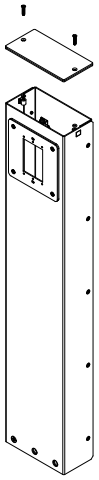
COVER KIT INSTALLATION (XPPC)
INSTALLATION DU COUVERCLE (XPPC)
INSTALACIÓN DEL KIT DE LA CUBIERTA (XPPC)

1

Remove (2) screws and top cap from pedestal

Retirer les 2 vis et le couvercle supérieur du socle

Retire los (2) tornillos y la tapa superior del pedestal

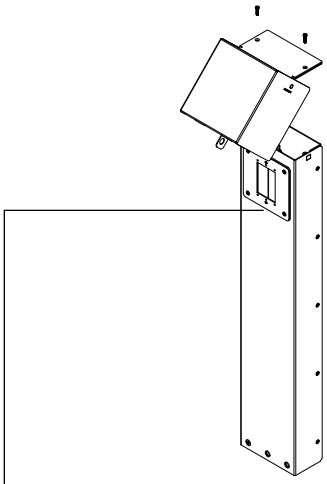


2

Install new top cap with hood using included (2) #8-32 screws

Installer un couvercle supérieur neuf avec capuchon à l'aide des 2 vis nº8-32 fournies

Instale la tapa superior con la cubierta de protección utilizando los (2) tornillos #8-32 incluidos



For locking feature the faceplate will need to be replaced with a locking tab version

XPP1GPL (1 GANG) / XPP2GPL (2 GANG)

Pour le dispositif de verrouillage, il faut remplacer la plaque frontale par une version avec languette de verrouillage

XPP1GPL (1 GROUPE) / XPP2GPL (2 GROUPES)

Para poder utilizar la función de bloqueo, será necesario reemplazar la placa frontal por una versión con orejeta de bloqueo

XPP1GPL (1 BANDA) / XPP2GPL (2 BANDAS)

No: 1025310 - 0220

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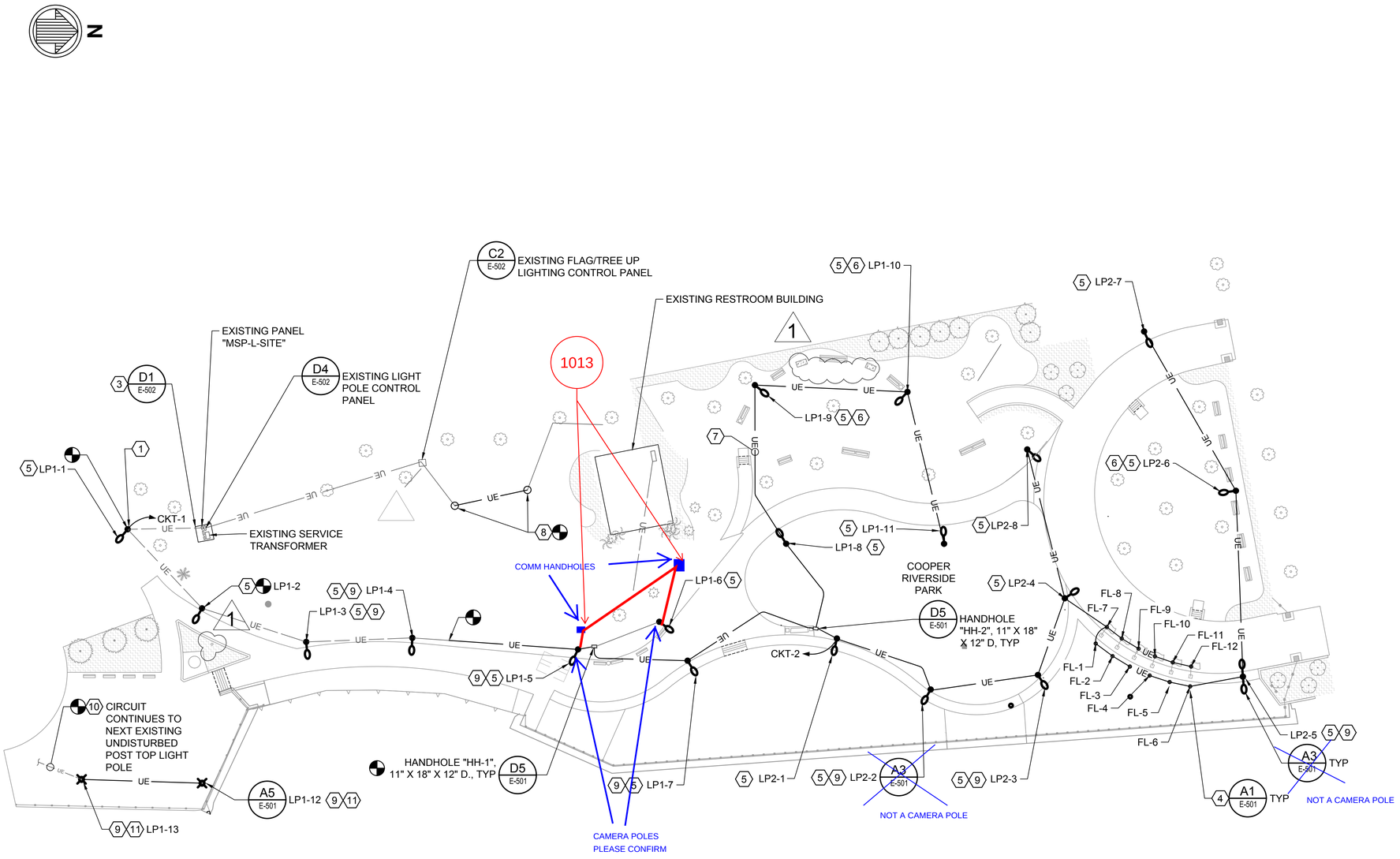
1013

ADD CONDUIT FOR CABLING TO BE INSTALLED TO

CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY

OTHERS



B3 E-101 ELECTRICAL SITE PLAN
SCALE: 1" = 30'

KEY NOTES:

1. INTERCEPT EXISTING LIGHTING CIRCUIT AT LP1-1, EXTEND AND CONNECT CIRCUIT TO EXISTING LIGHT POLES, FITTED WITH LED LUMINAIRES AS REQUIRED.
2. PROVIDE LED TREE UPLIGHT ON EXISTING GROUND LEVEL FOUNDATION.
3. EXISTING 6' ELECTRICAL PLATFORM, INCLUDING SERVICE DISCONNECT, TRANSFORMER, AND LIGHTING CONTROL PANEL.
4. PROVIDE IN-GRADE LED FLAG UPLIGHT.
5. PROVIDE POLE FOUNDATION. PROVIDE LUMINAIRE, POLE, POLE ARMS AS REQUIRED AND ALL APPURTENANCES REQUIRED FOR LIGHTING SYSTEM. REFER TO "LUMINAIRE FIXTURE SCHEDULE ON SHEET E-601 FOR LUMINAIRE AND POLE REQUIREMENTS.
6. COORDINATE CONDUIT ROUTING WITH EXISTING TREE ROOT SYSTEM. REFER TO LANDSCAPING PLANS FOR ADDITIONAL INFORMATION.
7. ROUTE CONDUIT ADJACENT TO STAIR STRUCTURE TO ROUTE THROUGH THE EXISTING COPING WALL DUE TO STAIR CONSTRUCTION.
8. RECONNECT RACEWAY SYSTEM REMOVED DURING DEMOLITION PHASE.
9. COORDINATE FINAL LIGHT POLE LOCATION WITH CIVIL UTILITIES AND STRUCTURAL TIE BACK SYSTEM. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL IN\FORMATION.
10. EXTEND EXISTING CIRCUIT FROM EXISTING POST TOP LUMINAIRES PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE TO NEW PROPOSED LIGHT POLES LP1-12 AND LP1-13. FOR BIDDING PURPOSES, ASSUME 3/4" PVC CONDUIT AND 2#10, #10 GND.
11. REPLACE LIGHT POLE, FIXTURE AND FOUNDATION IN-KIND TO MATCH LOCAL ADJACENT POST TOP LIGHT POLES. COORDINATE WITH OWNER FOR EXISTING LIGHT POLE AND LUMINAIRE MODEL NUMBERS. SEE NOTE 4 OF LUMINAIRE FIXTURE SCHEDULE IF ALTERNATIVE FIXTURE IS PROPOSED.

30' 0' 30' 60'
SCALE: 1"=30'

ISSUED FOR BID
DATE: JULY 03, 2025

MOBILE
ALABAMA

Mark	Rev.	Date	By
1	ADDENDUM 1	8/12/25	BM
	ISSUED FOR BID	7/3/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL PLAN

Designed by: DNS
Drawn by: DLA
Ckd by: RNT
Reviewed by: DJS
Submitted by: SAI KIRAN DUVVURI
Date: 07/03/2025
MAN Project No. 10961-04
Drawing code: -
Drawing Scale: 1" = 30'
Plot scale: 1:1 (D SHEET)

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ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER SAI KIRAN DUVVURI
SEAL

Sheet Reference No.
E-101
INDEX: 56 OF 59

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

File: Q:\BR\10961-04\20 CADD_Active_10961-04 Mobil River WtrFrnt\10961042-101 - Plotted: 8/14/2025 4:19 PM by BORDELON, ABIGAIL - Saved: 8/14/2025 3:46 PM by ABORDELON

1014

FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS

CIRCUIT #2 TO BE USED EXCLUDES COSTS TO REPAIR

AREA AFTER EXCAVATION

Annapolis

Product Data Sheet



The Annapolis™ Bollard is a handsome sentinel that performs multiple maneuvers with style. Standard Bollard, Smart Bollard and Security Bollard share basic design and construction characteristics, specialize in their features and functions. Annapolis offers distinctive solutions in scope and detail for path making and wayfinding, safety and security in outdoor environments.

Annapolis™ Standard Bollard

- Available in 6" and 12" diameter, with or without low-voltage LED lighting.
- A protective polyethylene sleeve is available in black or silver.
- Embedded, removable, or surface mount bollard styles.
- A keyed lock secures the bollard when in the socket.
- All 6" styles, including 6" removable bollard may be fitted with the Smart bollard top to provide solar powered lighting.
- Removable bollard not available in hardwired.

Annapolis™ Smart Bollard

- Embedded, removable, or surface mount bollard style.
- The monocrystalline solar panel collects energy from the sun and converts it to electrical current.
- Energy is stored in a sealed lead-acid rechargeable battery that delivers extremely reliable power output over a long period of time.
- The microprocessor-based charge controller turns lights on at dusk and off at dawn.
- 4 white LEDs with 3500K correlated color temperature (CCT).

Annapolis™ Security Bollard

- Available in 6" and 12" diameter. 6" dia. security bollard may be specified with Smart solar-powered LED light.
- Security bollard is designed to be permanently embedded with a reinforced footing and internal concrete/steel reinforcement. Click here for the CAD drawings that show the optional security footing.

Technical Information		
	Hardwired	**Solar**
Lamp	1 Cree LED	4 Nichia LEDs
Color Temp	3500k	3500K
LED Luminous Flux	~10 lumens	~10 lumens
LED Energy Consumption	approximately 3 watts	.43 watt max
Input Voltage	120-277 VAC	n/a
TM21 LED Lifespan	60,000 hours	Up to 60,000 hours
Solar Top	n/a	Tempered Borosilicate glass top with Mono-Crystalline PV cells
Diffused Lens	UV stable impact modified translucent acrylic	UV stable impact modified translucent acrylic
Protection Rating	IP66 for light assembly	IP66 for solar light assembly
Horizontal Output	360°	360°
Average Direct Sunlight Exposure to Maintain Function	n/a	4 hours
Latitude Range	n/a	50° S to 50° N
Battery	n/a	Valve regulated lead-acid
Nominal Battery Voltage	n/a	6 volts
Capacity	n/a	7.0 amp/hr at 20/hr discharge rate
Temperature Range	n/a	-40° F to 115° F
Maximum Operation	n/a	14 hours

Annapolis

Product Data Sheet







Finishes

- Metal is finished with Landscape Forms' proprietary Pangard II® polyester powdercoat, a hard yet flexible finish that resists rusting, chipping, peeling and fading.
- Call for standard color chart.

To Specify

- Choose 6" or 12" diameter embedded style, 6" surface mount style, or 6" removable style.
- Specify black or silver protective polyethylene sleeve or without sleeve.
- Specify with or without lighting based on the following guidelines:
- 6" embedded and surface mount, available with hard wired or solar powered lighting; 6" removable only offered with solar lighting; 12" embedded only offered with hard wired lighting.

Example: 6" Surface Mount, Black Sleeve, Hard Wired LED Lighting

Warranty

Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three years from date of invoice. Noted exceptions: LED lighting products are warranted for six years.

Designed by Brian Kane, IDSA

	Style	Diameter	Height	Product Weight
	6"	6"	33"	Surface Mount: 47lbs Embedded: 80lbs Removable: 107lbs
	12"	12"	33"	Embedded: 200lbs
	6" Removable bollard			
	Protective sleeve			
	Lighted bollard top			

Visit landscapeforms.com for more information. Specifications are subject to change without notice. Landscape Forms supports the Landscape Architecture Foundation at the Second Century level.
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landscapeforms

Forest

LFI-VS-FT-PC-Forest

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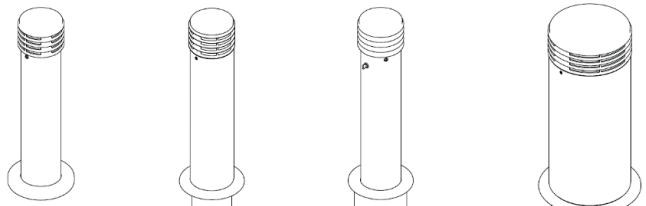
Color and gloss level may vary.



6in surface mount | 6in embedded | 6in removable | 12in embedded

Tools Required

- 3/16" hex key (for non-solar bollard without sleeve)
- 1/4" hex key (for non-solar bollard with sleeve)
- Surface mount bollard: The surface mount bollard has a 3/8" thick mounting plate that can accept 4 anchors up to 1/2" dia. thread size. If stud anchors are used, select an anchor length that allows the stud to extend 1" above the mounting surface. Non-corrosive anchoring hardware recommended.
- rebar for footing, if required
- drain tubing to engineered fill, if required

CAUTION! Fixtures and wiring must be installed in accordance with local codes and ordinances. Do not install lighted bollards within 10 feet of a pool, spa, or fountain.

NOTES:

- Locate bollard where solar light receives a minimum of 4 hours of direct sunlight per day. Avoid locations that would become shaded as the path of the sun changes with the seasons. Solar powered light is not suitable for installation at latitudes greater than 50 degrees.
- Landscape Forms is not responsible for site preparation, footings, or electrical wiring.
- The solar light ships with the battery connected. Exposing the unit to sunlight will activate the unit. Do not expose to sunlight until the bollard is ready to be installed in a location where it will receive required exposure to sunlight.
- Failure to allow for proper drainage may void the standard Landscape Forms warranty.

ASSEMBLE WITH CARE! Pangard II® Polyester Powdercoat is a strong, long-lasting finish. To protect this finish during assembly, place unwrapped powdercoated parts on packaging foam or other non-marring surface. Do not place or slide powdercoated parts on concrete or other hard or textured surface – this will damage the finish causing rust to occur. Use touch-up paint on any gouges in the finish caused by assembly tools.

WARNING!: LED cartridge and driver are not rated for connection or disconnection while energized. Doing so may damage LEDs and will void the warranty. Disconnect incoming power before making or breaking any electrical connections.

1. Remove top retaining screws, top casting, optional plastic sleeve, and cover ring from bollard to be mounted. See Fig. 1 and Fig. 5.

PROCEDURE FOR EMBEDDED INSTALLATION, WITHOUT LIGHT:

2. Embed bollard tube in a concrete footing that meets local frost conditions. Be sure to allow for proper drainage. See Fig. 2 and Fig. 3.
3. Clean concrete from bollard tube before it sets. Allow concrete to cure.

PROCEDURE FOR INSTALLATION WITH LED LIGHT:

1. Complete steps 1-6 for surface mount installation or steps 1-3 for embedded.
2. **WITH POWER OFF**, connect fixture wires to supply wires using approved local electrical code standard connectors.

PROCEDURE FOR SURFACE MOUNT INSTALLATION, WITHOUT LIGHT:

2. Place bollard in the desired position and mark hole locations. See Fig. 6.
3. Move bollard to allow access for drilling holes..
4. Drill holes at marked locations according to anchor manufacturer's specification.
5. Clear holes of debris.
6. Complete the anchor installation according to the anchor manufacturer's instructions.

FINAL INSTALLATION STEP:

1. Assemble remaining components. Align holes in top casting with threaded holes for retaining screws. Retaining screws should pass through holes in top casting.

PROCEDURE FOR SOLAR LIGHT INSTALLATION:

1. See page 3.
2. Removing and maintenance-charging the battery every 6 months will help maintain a healthy battery.
3. WARNING! Improperly connecting the battery will irreparably damage the charge controller. Always ensure proper connections.

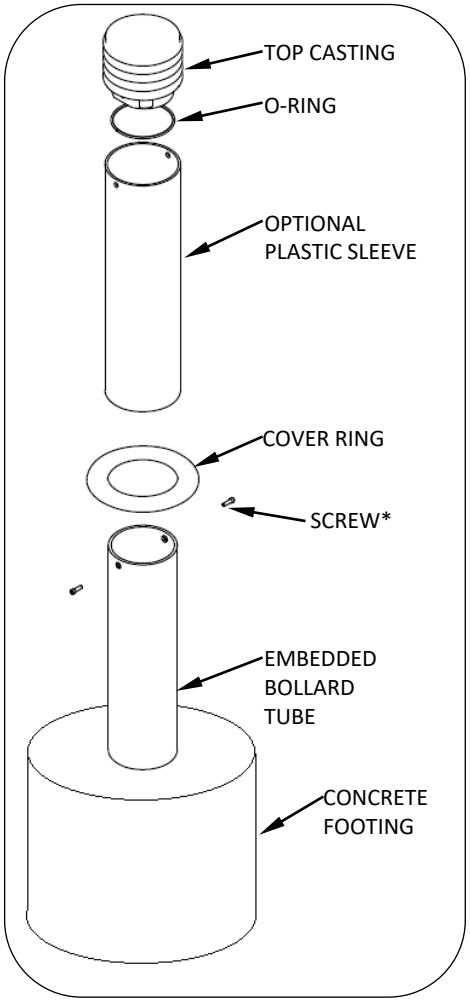


FIG. 1 - EMBEDDED BOLLARD ASSEMBLY

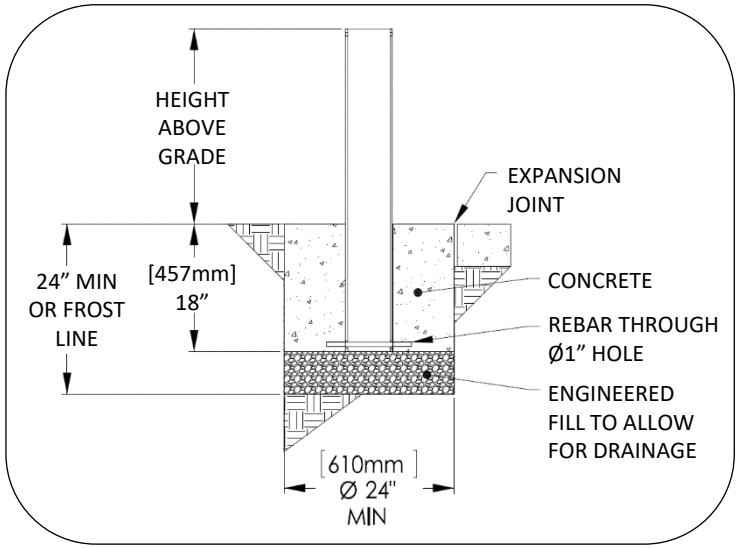


FIG. 2 - FOOTING DETAIL FOR EMBEDDED BOLLARD WITH NO LIGHT OR SOLAR LIGHT

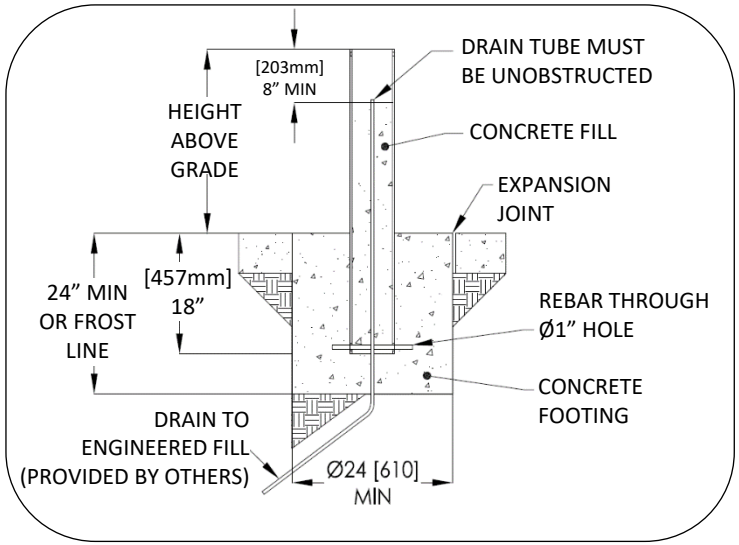


FIG. 3 - ALT FOOTING FOR EMBEDDED BOLLARD WITH INTERNAL CONCRETE FOR MINIMUM SECURITY

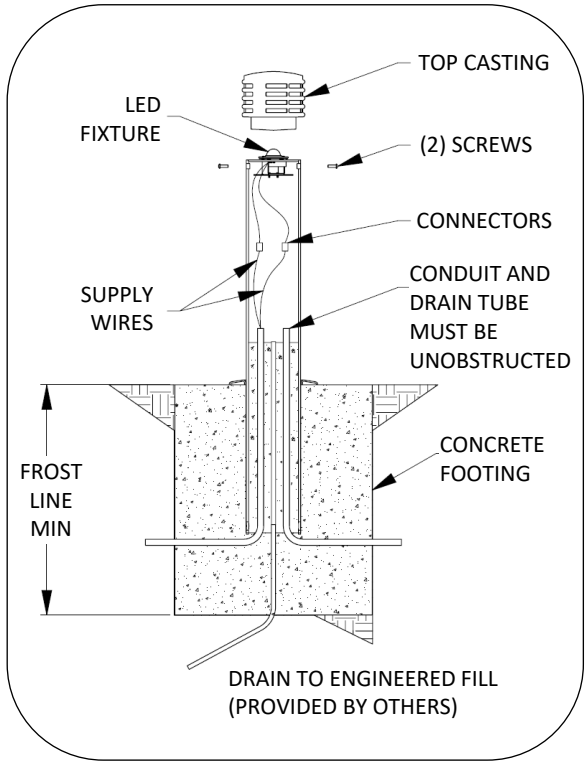


FIG. 4 – ALTERNATE FOOTING DETAIL FOR EMBEDDED BOLLARD WITH LOW VOLTAGE LIGHT

HEIGHT ABOVE GRADE: 27-1/2" FOR 6" BOLLARD, 27" FOR 12" BOLLARD

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

PROCEDURE FOR SOLAR LIGHT INSTALLATION:

1. Surface mount and embedded units ship fully assembled with cover ring shipping loose. The top casting needs to be removed to install cover ring. Remove top retaining screws, top casting with solar light, and optional plastic sleeve from bollard to be mounted. Solar light and battery bracket remain attached to top casting with wing nuts. Removable units ship with the cover ring pre-installed.

NOTE: Solar bollards are shipped with a pin-in-hex key for security screws. Solar panel in top casting ships connected to battery.

2. Complete surface mount installation steps 1-6 or embedded installation steps 1-3.
3. Assemble cover ring and optional sleeve.
4. Assemble top casting with solar light and battery to the bollard tube. Align holes in top casting with threaded holes for retaining screws. Retaining screws should pass through holes in top casting.

WARNING!: LED cartridge and driver are not rated for connection or disconnection while energized. Doing so may damage LEDs and will void the warranty. Disconnect incoming power before making or breaking any electrical connections.

WARNING!: Battery ships from the factory connected to the solar panel. Do not expose the unit to sunlight until ready to install. Improperly connecting the battery will irreparably damage the charge controller.

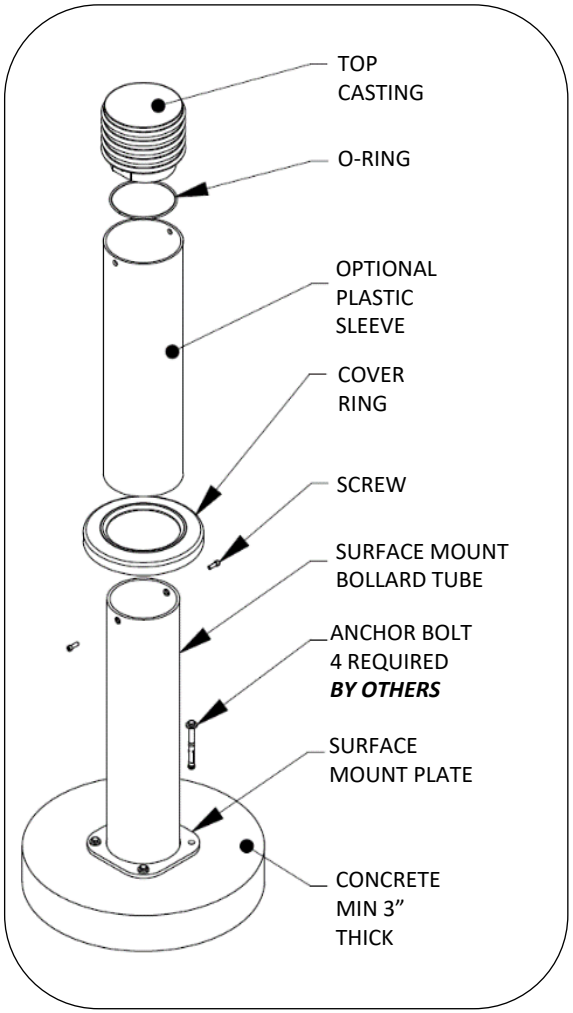


FIG. 5 - SURFACE MOUNT BOLLARD ASSEMBLY

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

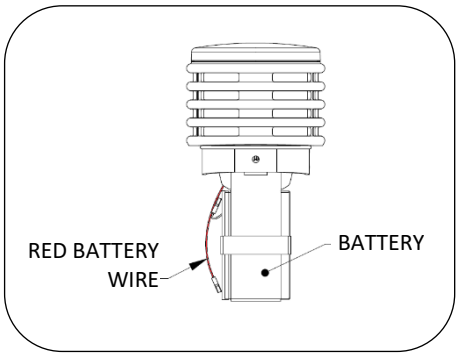


FIG.7 - BATTERY CONNECTION

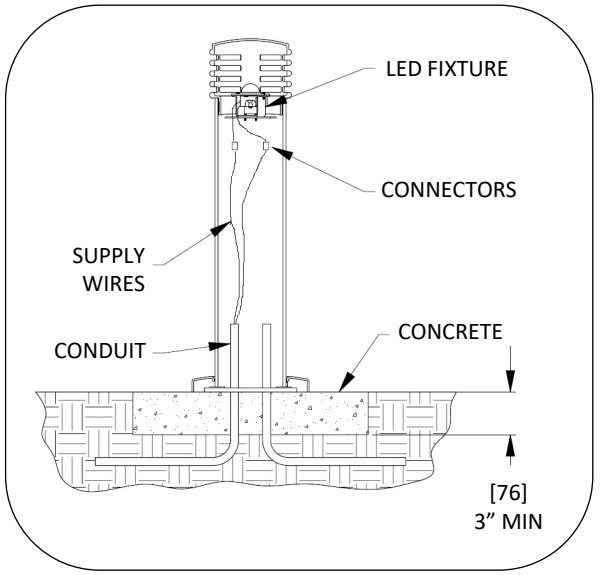


FIG. 6 - SURFACE MOUNT BOLLARD WITH LED LOW VOLTAGE LIGHT DETAIL

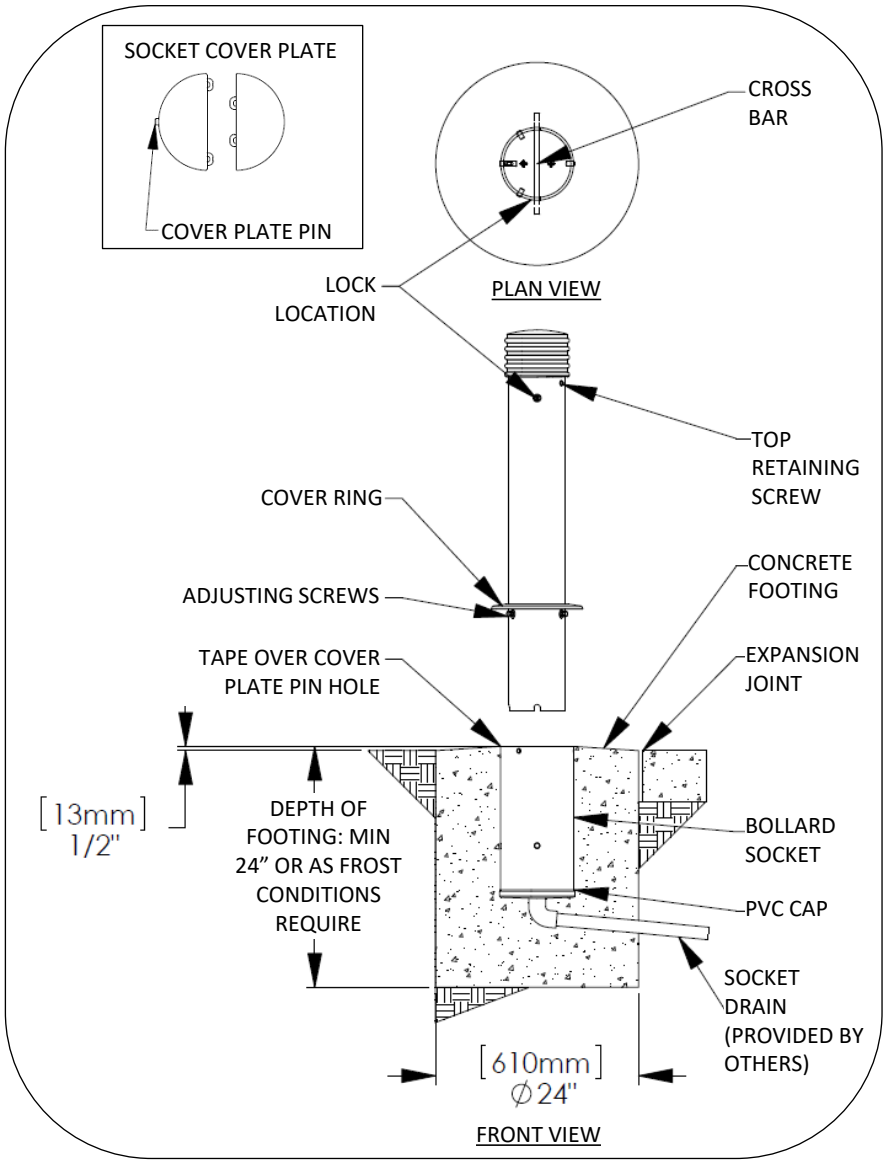


FIG. 8 - REMOVABLE BOLLARD ASSEMBLY

WARNING! TO AVOID INJURY TO PERSONS HANDLING BOLLARD, USE TWO PEOPLE TO TEAM LIFT AND CARRY BOLLARD. Weight of bollard is 75lbs.

PROCEDURE FOR EMBEDDING THE REMOVABLE BOLLARD SOCKET:

1. Excavate for socket footing and install drain, see Fig. 8. Depth of socket is 18 inches. Depth of footing is minimum 24 inches or as frost conditions require.
2. Before pouring concrete, make sure the factory-installed tape covers the outside of the hole near the upper end of the socket. Make sure lower end of socket is sealed to prevent concrete from entering. PVC cap make be cut to fit drain connection.

PROCEDURE FOR INSTALLING REMOVABLE BOLLARD:

1. Remove socket cover plate and separate halves. *(Hint: use a flat blade screwdriver to pry up edge opposite cover plate pin.)*
2. Store socket cover plate below cross bar inside socket.
3. Use key to open bollard latch (key horizontal). Remove key.
4. Position bollard near socket and align three slots in bollard with bars in socket.
5. Ease bollard into socket. Twist until bars fit into slots.

CAUTION! Dropping bollard into socket may damage bollard or socket.

6. Adjusting screws may be used to adjust fit between bollard and socket. Be sure locknuts are tight.
7. Use key to close latch (key will be vertical). Remove key.
8. Pull up on bollard to ensure latch is engaged.

PROCEDURE FOR REMOVING REMOVABLE BOLLARD:

1. Use key to open latch (key will be horizontal). Remove key.
2. Carefully lift bollard out of socket and store on non-marring surface.
3. Retrieve socket cover plate halves from bottom of socket.
4. Place cover plate half with pin into socket, see Fig. 8. Place second half into socket.

1015

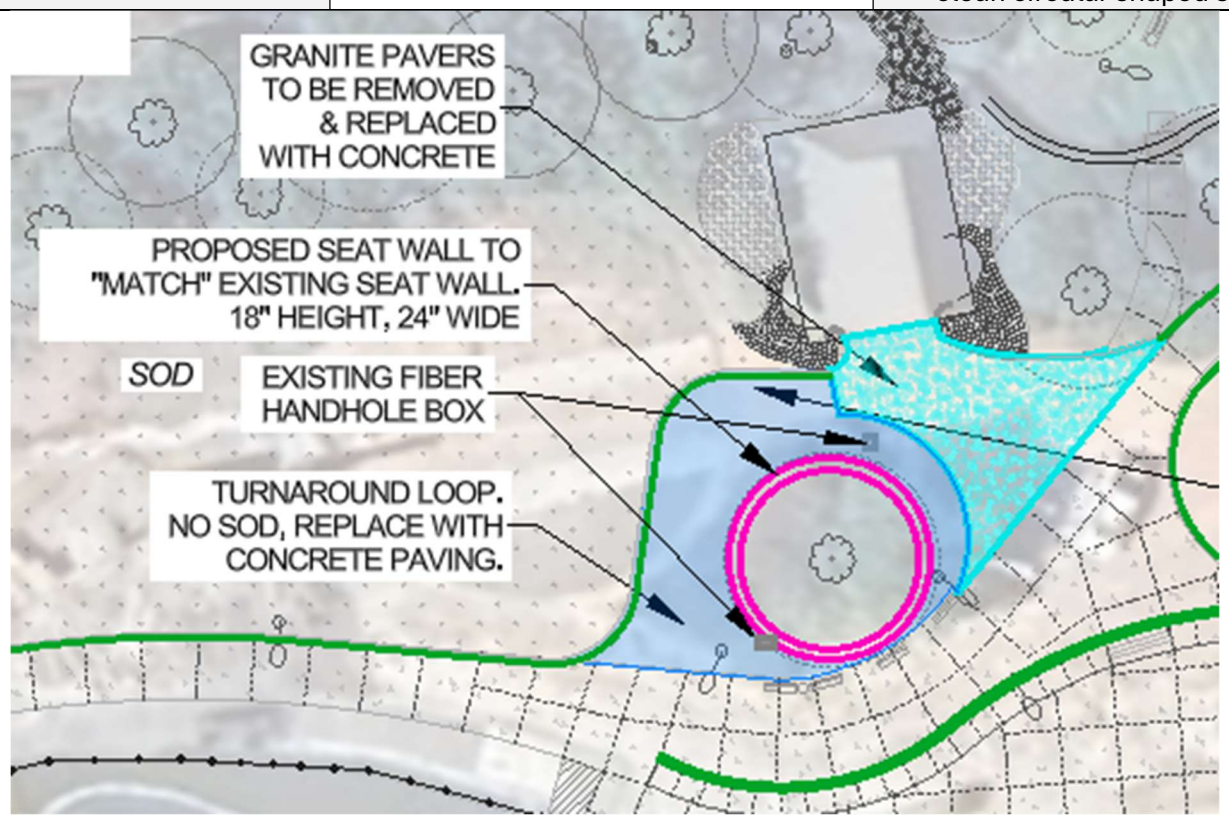
CIRCULAR SEAT WALL AT OAK TREE

&

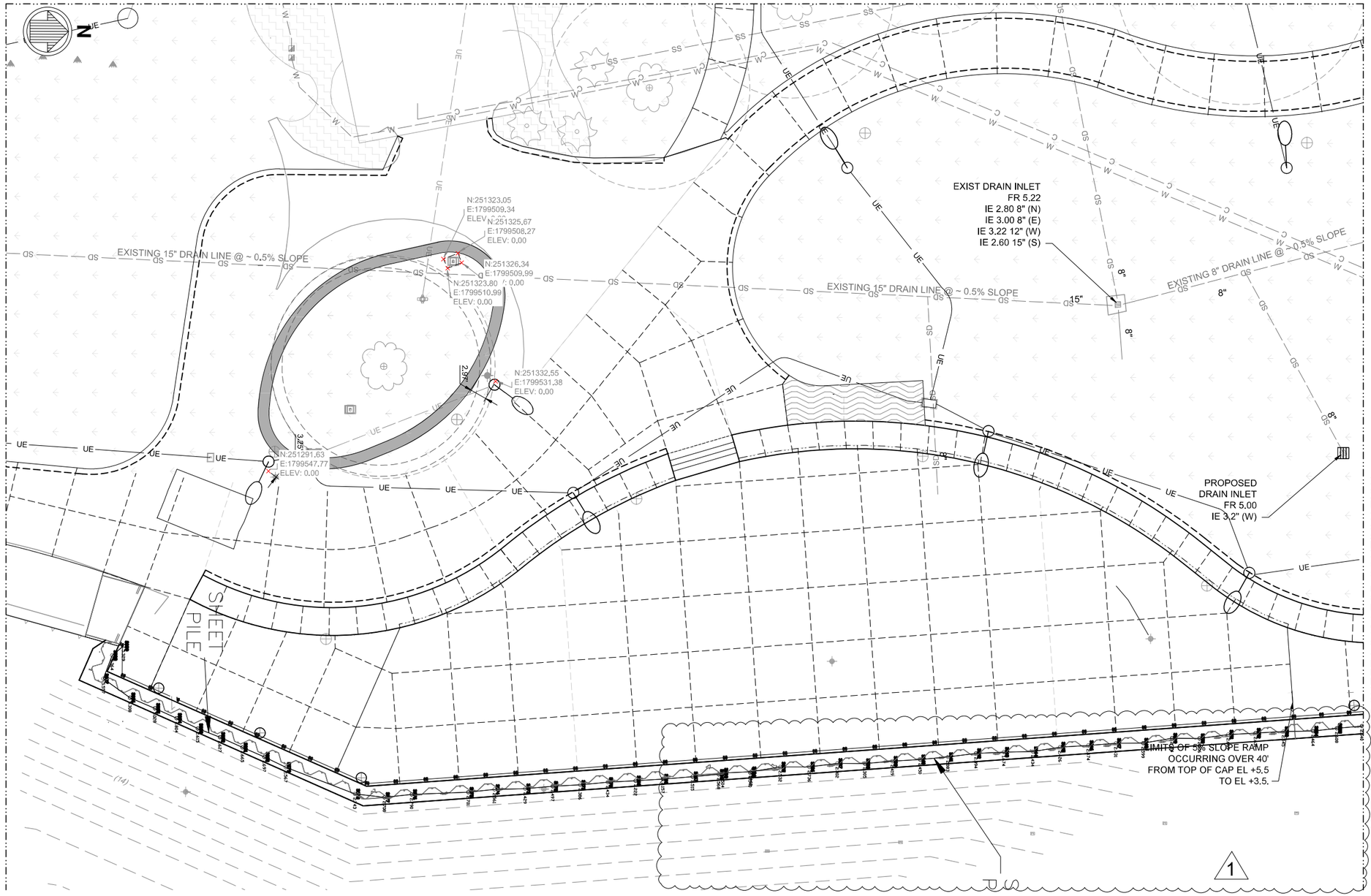
1016

ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL

Item	Concept / Proposal	Key constraints / risks	Client decision needed
Turnaround Loop for trucks	1/22/2026: Proposing to add a curved path (as shown below) around the oak tree to allow for a smooth turnaround loop. Monster Float – 12'W x 10'H x 5'D (pictured below) is small and can be pulled by 2 people, not a vehicle. Stakeholder shared the float information.	**- Circular or elliptical shape to be adjusted in field.** **- Shape depends on (and are not limited to) existing utilities, root system, and park features.**	
	1/27/2026: The stakeholders REALLY want the turnaround loop and a seat wall around the oak tree to prevent soil from washing out all over the pavement when it rains, to allow for more seating and to create a uniform look throughout the park with having walls outlining flowerbeds.		**Question 3.** City to confirm M&N to proceed. **Answer 3.** Proceed with including the turnaround loop and 18" tall and 24" wide seat wall around the oak tree. A clean circular shaped seat wall.



MATCH LINE - SEE SHEET LG102 FOR CONTINUATION



MATCH LINE - SEE SHEET LG106 FOR CONTINUATION

MATCH LINE - SEE SHEET LG104 FOR CONTINUATION

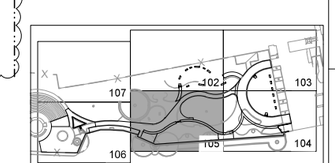
A1 LG105 GRADING AND DRAINAGE PLAN (4 OF 6)
SCALE: 1"=10'

NOTES:

1. TOP OF EXIST BULKHEAD ANCHORAGE PIPE PILES (BY OTHERS) ARE TYPICALLY WITHIN 1' OF FINISH GRADE ELEVATIONS.
2. EXIST 6" DIA. PVC SLEEVES WITH TIE-ROD ANCHORS BETWEEN STEEL PIPE PILES AND BULKHEAD SHALL BE PROTECTED FROM DAMAGE AT ALL TIMES. BACKFILL MATERIAL INSTALLED BY OTHERS HAS MINIMAL COVER OVER PVC PIPE SLEEVES SO PAVEMENT FORMWORK AND INSTALLATION SHALL PROHIBIT HEAVY EQUIPMENT LOADS WITHIN ALL AREAS NOTED REAR OF BULKHEAD HEAD.
3. SEE SHEET LS105 FOR INFORMATION RELATED TO CONCRETE PAVING, WALLS AND DETAIL REFERENCES.

ABBREVIATIONS:

PG = PROPOSED GRADE
ME = MATCH EXISTING
TOS = TOP OF STEP
BOS = BOTTOM OF STEP
TOW = TOP OF WALL
BOW = BOTTOM OF WALL
LL = LOWER LEVEL
TOF = TOP OF FOUNDATION



KEY PLAN
1" = 200'

10' 0' 10' 20'
SCALE: 1"=10'

1 ADDENDUM 1: 08/15/25

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

MOBILE ALABAMA

Mark		
	ISSUED FOR CONSTRUCTION	9/16/25 BM
	ISSUED FOR BID	7/3/25 BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

GRADING AND DRAINAGE PLAN
(4 OF 6)

Designed by: EG
Date: 09/16/2025
Rev.
Dwn by: WM
Ckd by: CN
M&N Project No. 10961-04
Reviewed by: BM
Drawing code: -
Submitted by: SAI KIRAN DUVVURI
Drawing Scale: 1" = 40'
Plot scale: 1:1 (D SHEET)

moffatt & nichol
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MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. #: ECA2676

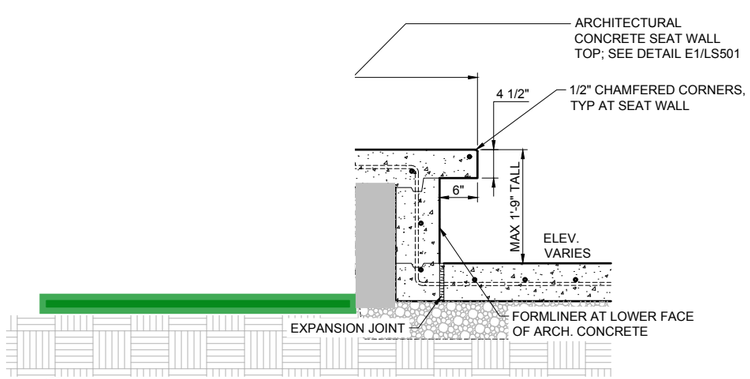
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

SEAL

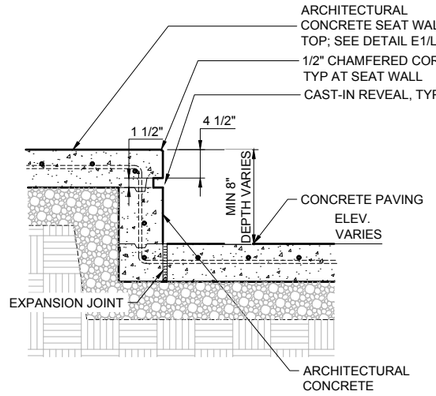
Sheet Reference No.
LG105
INDEX: 32 OF 59

File: P:\BR\10961-04\20 CADD_Active_10961-04 Mobil River WtrFrnt\10961104LG-105 ; Plotted: 3/31/2026 10:51 AM by GRANRUD, ERIC ; Saved: 9/16/2025 3:28 PM by EGRANRUD

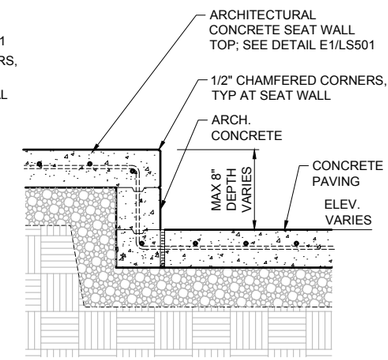
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



E3 LS503 SECTION DETAIL OF SEAT WALL AT LAWN
SCALE: 1"=1'-0"

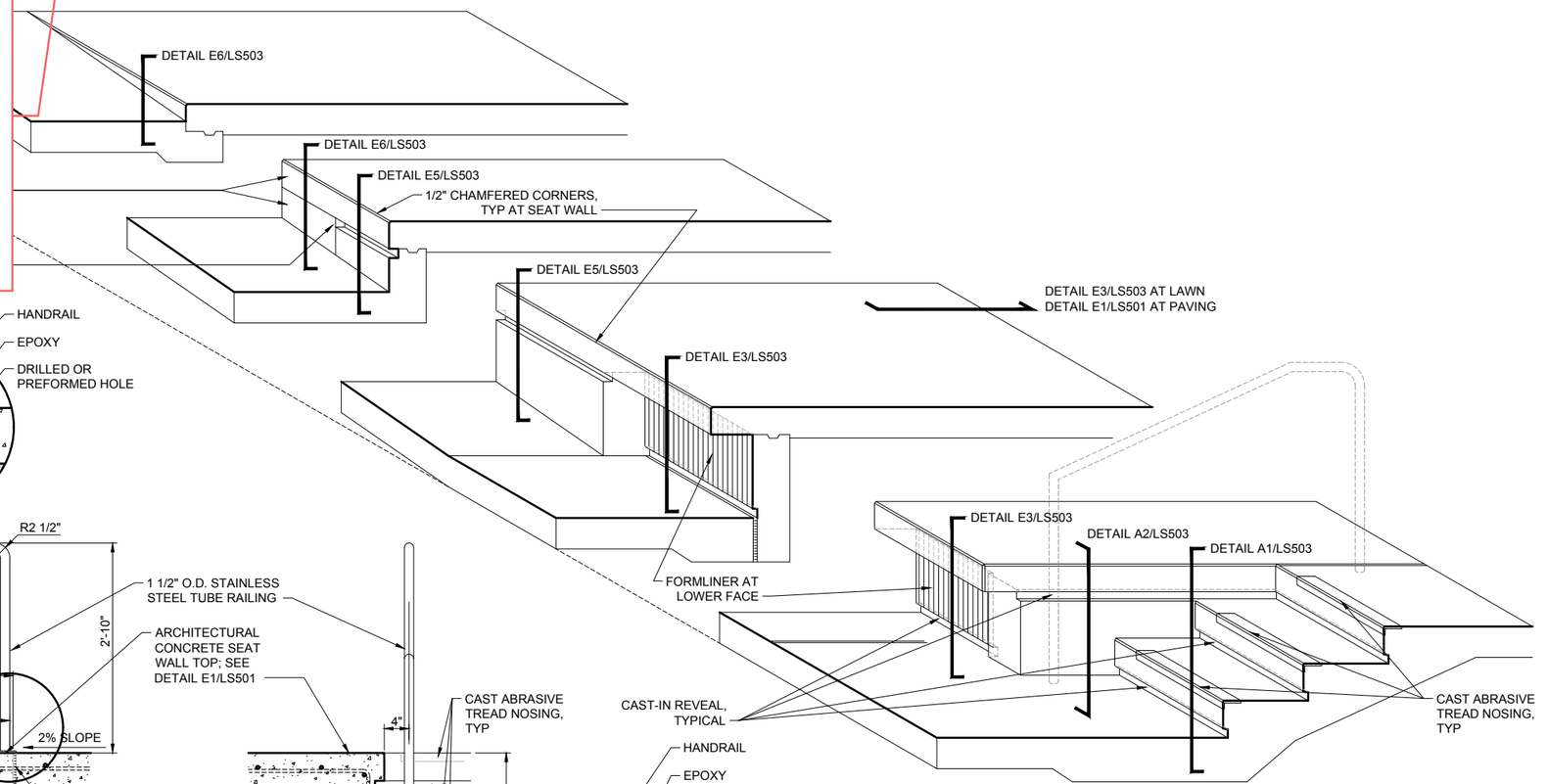


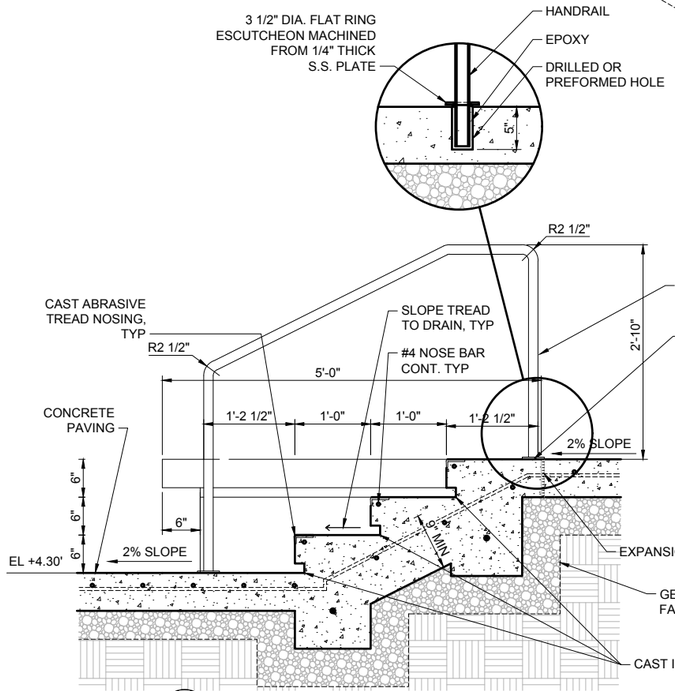
E5 LS503 SECTION DETAIL OF SEAT WALL AT TRANSITION WITH REVEAL
SCALE: 1"=1'-0"



E6 LS104 DETAIL OF SEAT WALL AT TRANSITION WITHOUT REVEAL
SCALE: 1"=1'-0"
LS105

Circular or elliptical seat wall to match this design but flowerbed inside circular seat wall will not be the same elevation as seat wall. Ground elevation inside will remain as is.





A1 LS105 SECTION DETAIL AT STEPS IN NEW SEAT WALL
SCALE: 1"=1'-0"

A2 LS503 SECTION DETAIL AT STEPS
SCALE: 1"=1'-0"

NOTE:
- CURVATURE NOT SHOWN FOR CLARITY.
- PROVIDE ARCHITECTURAL CONCRETE AT SEAT WALL TOP, SUPPORTS, AND STEPS.

A4 LS105 ISOMETRIC AT SEAT WALL/STEPS
SCALE: 1"=1'-0"

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

MOBILE
ALABAMA

Mark	Description	Date	Init
	ISSUED FOR BID	7/3/25	BM
	ISSUED FOR CONSTRUCTION	9/19/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

SITE DETAILS (3 OF 8)

moffatt & nichol
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MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. #: ECA2676

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

Designed by:	Drawn by:	Checked by:	Submitted by:	Date:	M&N Project No.	Drawing code:	Drawing Scale:	Plot scale:
BS	CS	CN	SAI KIRAN DUVVURI	09/16/2025	10961-04	-	AS SHOWN	1:1 (D SHEET)

STATE OF ALABAMA
BROOKE ERIN MORRIS
9/16/2025
NUMBER 951
REGISTERED LANDSCAPE ARCHITECT
SEAL

Sheet Reference No.
LS503
INDEX: 22 OF 59

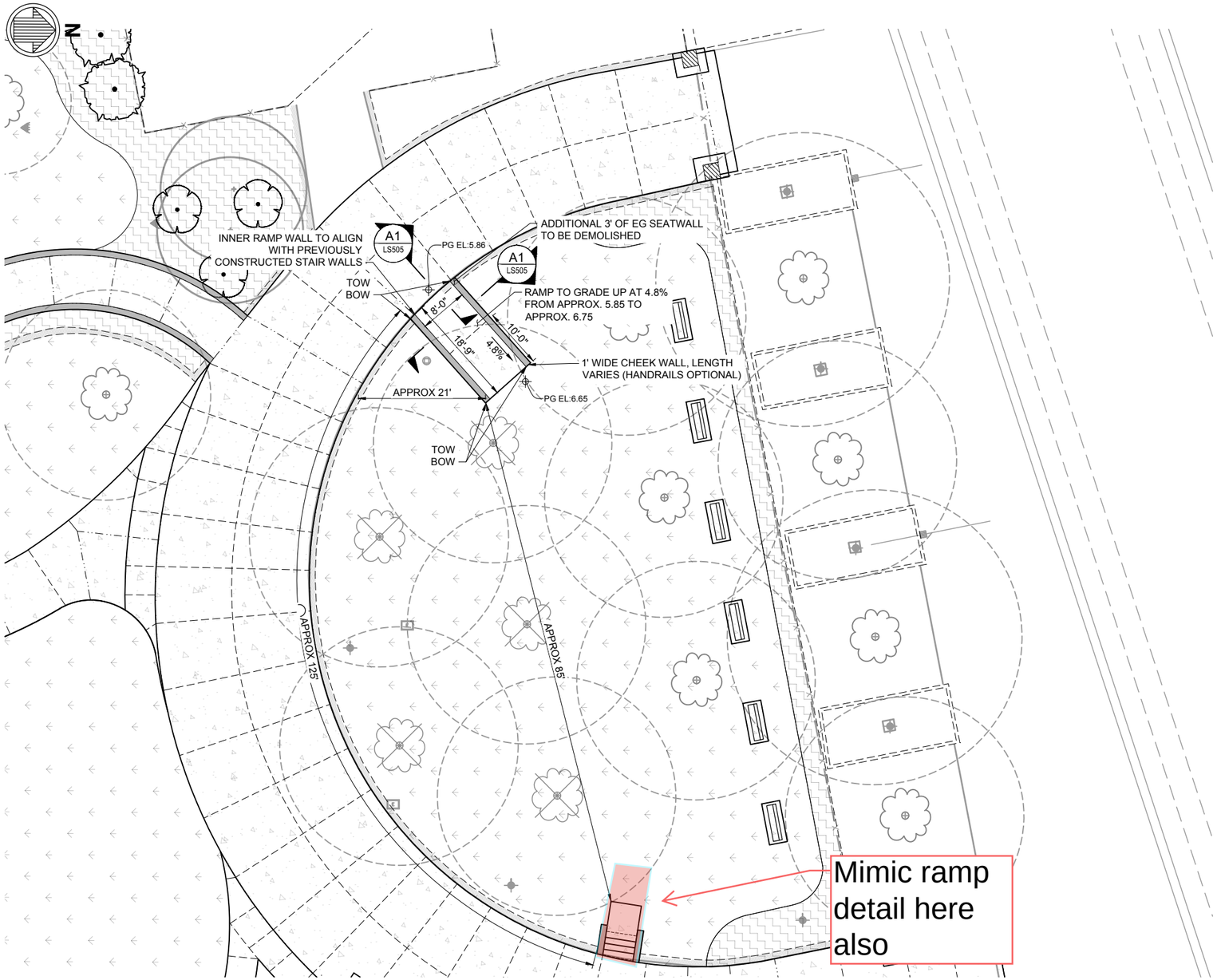
File: Q:\BR\10961-04\20 CADD_Active_10961-04 Mobil River WtrFrnt\10961LS-503 ; Plotted: 9/16/2025 4:15 PM by BORDELON, ABIGAIL ; Saved: 1/28/2025 5:58 PM by ABORDELON

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1017

WEST & EAST RAMP AND CHEEK WALLS INCLUDING

DEMO



1 NEW RAMP
SCALE: 1" = 10'

10' 0' 10' 20'
SCALE: 1"=10'

MOBILE
ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

SEAL

moffatt & nichol
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CERT. OF AUTH. #: ECA2676

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

Designed by:
Drawn by:
Checked by:
Reviewed by:
Submitted by: SAI KIRAN DUVVURI
Date:
M&N Project No.: 10961-04
Drawing code: -
Drawing Scale: 1" = 10'
Plot scale: 1:1 (D SHEET)
Rev:

File: Q:\BR\10961-04\20 CADD\Working\AB\NEW RAMP EXHIBIT - Plotted: 1/29/2026 8:39 AM by BORDELON, ABIGAIL - Saved: 1/29/2026 8:39 AM by ABORDELON

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1018

STAMPED CONCRETE AT COOPER BENCH







CONCRETE WOOD SEAMLESS STAMPS - OLD WOOD GRAIN PLANK SKINS

$299.09

Stamp:

3 Piece Set

Quantity:

− 1 +

Ships from Illinois (Click for average Ground delivery map)

Shipping: This Product can take 5 to 10 business days to ship out.

Ships via FedEx/UPS only

ADD TO CART

Share

1019

BELGARD TUMBLED CONCRETE PAVERS

Option #1 – What does Belgard Tumbled Concrete Pavers (12" wide band) look like?

Holland 60 mm Slate and Granite – From the information I was given, these pavers can be tumbled by a local company to give a more realistic appearance (takes several additional days).

PAVERS

HOLLAND STONE

HERITAGE COLLECTION



60MM

3⅛ x 7⅞ x 2⅜

80MM

3⅛ x 7⅞ x 3⅛



1020

ADDITIONAL TOPPING COATING TO REPLACE BROKEN

PAVERS

&

1023

JOINTING AT TOPPING SLAB (SIKA

BACKER/POLYETHYLENE BOND BREAKER TAPE

01/29/2026

PL RUSSELL

Regarding: Mobile Riverfront Redevelopment - Cooper Riverside Project
Mobile AL
Concrete Mix Submittal

To Whom It Concerns,

Attached for review is our concrete mix design submittal for the above referenced project. The submittal consist of a cover letter, a submittal form identifying the submitted mix by description, and material certifications stating material compatibility.

If you have any questions or need any additional information, please let us know.

We look forward to serving you on this project.

Sincerely,

Leighton Reynolds
Quality Assurance Manager

Date: 01/29/2026

MMC Materials

Gulfport Office
14312 Creosote Rd.
Gulfport, MS 39503
(228) 868-4853 (MS DISPATCH) - (228) 868-1264 (MAIN)
(251) 408-0700 (AL DISPATCH)

Project: **Mobile Riverfront Redevelopment – Cooper Riverside Project**
Location: **Mobile AL**
Contractor: **PL RUSSELL**

Phone: **251.622.7872**
Contact: **Leighton Reynolds**

To Whom It Concerns,
We are pleased to submit the following concrete mix design(s) for your approval:

Mix	Use	Slump	Air	W/CM	Specified Strength
M4120613 4000 PSI PGVL NO AIR	TOPPING SLAB	2-4\3	0-3\2	0.42	4000 psi @ 28 Days

We guarantee that these mix design(s) yield 27 cubic feet at the point of discharge (before pumping) and are in accord with ACI-318 and ASTM C-94 and will meet the specified strength requirement when sampling, testing and curing are performed and test results are evaluated in accordance with applicable ASTM and/or ACI standards and specifications and when such is executed by personnel certified by ACI. ASTM C-94 requires that the ready-mix producer be given copies of test reports and we request that we receive these reports to properly manage your project. The contractor assumes the responsibility of obtaining approved mix designs prior to placement.

Sincerely,

Leighton Reynolds

CONCRETE MIX DESIGN

DATE: 01/29/2026

CUSTOMER:	**PL RUSSELL**	**MIX NUMBER**	**M4120613**
PROJECT NAME	**Mobile Riverfront Redevelopment – Cooper Riverside Project**	Design Strength	4000 psi @ 28 Days
INTENDED USE	**TOPPING SLAB**		

Material Type	Material Description	Specific Gravity	Mass lbs	Volume Cu.ft.
Aggregate	GRAVEL #8	2.61	**1800**	11.052
	COUCH SAND	2.62	**1301**	7.960
Cement	PLC CEMENT	3.15	**489**	2.488
Additive	BORAL FLYASH CLASS F	2.37	**122**	0.825
Admixture	WATER REDUCING ADMIX	1.06		
	Dosage: 3 fl oz/100 lb CM			
Water	WATER	1	**258**	4.135
Air	Air			0.540
		Total	**3970 lb**	27.00 ft3

Air Content	0-3\2	**Nominal Maximum Size**	3/8" (9.5mm)
Slump	2-4\3	**Unit Weight**	147.05 lb/ft3
W/CM Ratio	0.42		

Note: The above admixture dosage rates are estimated values. These dosage rates may need to be adjusted to compensate for changing environmental conditions and will be adjusted to meet the requirements of the project. Air entraining admixtures are especially impacted due to these changes, and require frequent monitoring and adjustments to ensure air specifications are met. The ranges for these adjustments are listed above.

Upon contractor's request: an accelerating, hydration stabilizing or retarding admixture shall be added to the above mix design to accelerate or slow the set down during placement and finishing. This will not adversely affect the performance of the mix in any way. Delivery tickets will reflect the admixture addition.

To increase the workability of the design without exceeding the w/cm ratio, the contractor shall request a Mid-Range (7.0" MAX) or High-Range (8.5" MAX) Water Reducing admixture to be added as an additional product. Delivery tickets will reflect the addition when a Mid-Range or High Range Water Reducing admixture is ordered.

MMC Materials respectfully requests the air entrained tolerance be modified to meet the design criteria per ACI 318 section 4.4.1 to +/- 1.5%.

MIX DESIGN STATISTICAL DATA

Mix I.D. Number

M4120613

Mix Description

4000 PSI

Test #	Sample Date	Slump (inches)	Con. Temp°	% Air Content	7 Day Comp PSI	28 Day Comp PSI	28 Day Comp PSI	28 Day Avg.	Moving 3 Day Avg: 28 Day Comp PSI	Moving 10 Std Dev: 28 Day Comp PSI
1	2/11/25	4.00	72		4640	5520	5440	5480		
2	2/12/25	4.00	78		2950	5030	5180	5105		
3	3/28/25	4.50	78		3800	5200	5510	5355	5313	
4	6/29/25	3.00	77		4250	5400	5590	5495	5318	
5	10/23/25	4.00	72		3440	5110	5280	5195	5348	
6	10/23/25	3.75	73		4030	6110	5630	5870	5520	
7	10/23/25	3.50	73		3150	5290	4810	5050	5372	
8	10/23/25	4.50	73		2960	5610	4990	5300	5407	
9	10/23/25	4.00	73		2950	5050	4870	4960	5103	
10	10/23/25	3.25	80		4100	5650	5590	5620	5293	281
11	10/23/25	3.50	73		3000	4990	5080	5035	5205	292
12	10/23/25	4.00	75		2735	5140	5800	5470	5375	288
13	10/23/25	3.50	79		3327	5370	5790	5580	5362	298
14	10/23/25	3.50	86		3810	5580	5590	5585	5545	304
15	10/23/25	3.00	79		2870	5850	5900	5875	5680	336
16	10/23/25	3.00	85		3570	5020	5450	5235	5565	303
17	10/23/25	4.50	72		3400	4970	5230	5100	5403	297
18	10/24/25	2.50	86		5620	6920	6160	6540	5625	470
19	10/24/25	4.50	72		3080	4600	5360	4980	5540	468
20	10/24/25	5.00	70		3250	4780	5140	4960	5493	495
21	10/24/25	4.50	70		2960	4170	5660	4915	4952	507
22	10/24/25	4.50	70		3570	5490	5400	5445	5107	507
23	12/9/25	2.50	69		3330	5230	5420	5325	5228	504
24	12/10/25	4.75	57		3480	4870	4990	4930	5233	519
25	12/10/25	4.75	58		3170	5030	5070	5050	5102	488
26	12/10/25	5.00	58		3030	5060	4710	4885	4955	501
Average		3.90	73					5321	5335	403

26 Test Std. Deviation = 390

$f'_{cr}=f'_c + 1.34s$ = 4522

$f'_{cr}=f'_c + 2.33s-500$ = 4408

AMRIZE
BUILD YOUR AMBITION

NSF Certified to NSF/ANSI/CAN 61 & 372

Brand: OneCem®
Material: Blended Cement
Type: IL (10) MS

Material Certification Report

Test Period: 01-Aug-2025 to 31-Aug-2025
Date Issued: 11-Sep-2025

Certification

This cement meets the specifications of ASTM C595 and AASHTO M 240 for Type IL cement.

General Information

Supplier:	Amrize Cement Inc.	Source Location:	Theodore Plant
Address:	8700 West Bryn Mawr Ave Chicago, IL 60631		3051 Hamilton Blvd Theodore, AL 36582
Contact:		Contact:	Zheng Liu / (251) 443-1290

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical

Item	Limit [1]	Result
Sulfate as SO_3 (%)[2] (C114)	3.0 max	3.4
Loss on Ignition (%) (C114)	10.0 max	4.1
$CaCO_3$ in Limestone (%) (C114)	40 min	90
Total $CaCO_3$ + $MgCO_3$ in LS (%)[4] (C114)	70 min	91

Physical

Item	Limit [1]	Result
+45 um (No. 325) Sieve (%) (C430)	-	1.3
Blaine Fineness (m^2/kg) (C204)	-	507
Density (g/cm^3) (Specific Gravity) (C188)	-	3.10
Initial Vicat (minutes) (C191)	45-420	97
Air Content (%) (C185)	12 max	6
Compressive Strength MPa (psi) (C109)		
3 day	13.0 (1890) min	28.3 (4100)
7 day	20.0 (2900) min	37.2 (5400)
28 day (previous month's data)	25.0 (3630) min	50.9 (7380)
Mortar Bar Expansion (%) (C1038)	0.020 max	0.004
Sulfate Exp. @180 days (%)[3] (C1012)	0.10 max	0.07

Test Data on ASTM Optional Requirements

Chemical

Item	Limit [1]	Result
Limestone (%) (C595)	12.5 max	9.1

Physical

Item	Limit [1]	Result

Notes (*1-9)

[1] Dashes in the Limit/Result columns mean Not Applicable.
[2] It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.
[3] Current Production run not available; most recent results provided. The ASTM C1012 limit for moderate sulfate expansion is 0.10% maximum at 180 days; the limit for high sulfate expansion is either 0.05% maximum at 180 days or 0.10% maximum at one year.
[4] LS is the abbreviation for limestone.
This data may have been reported on previous Material Certification Reports. It is typical of the cement being currently shipped.

Printed: 9/11/2025 12:24:07 PM
Version: 180412

Zheng Liu,
Quality Manager

ECOMATERIAL TECHNOLOGIES

Materials Testing & Research Facility
2650 Old State Hwy 113
Taylorsville, GA 30178
770-684-0102

ASTM C618 / AASHTO M295 Testing of Barry Class F Coal Ash

Sample Date: 4/1 - 4/30/25
Report Date: 6/25/2025
Sample Type: Monthly
MTRF ID: 250792
Sample ID: Unit 5 Silo

Chemical Analysis	Results		ASTM Limit Class F / C	AASHTO Limit Class F / C
Silicon Dioxide (SiO2)	61.16	%		
Aluminum Oxide (Al2O3)	19.86	%		
Iron Oxide (Fe2O3)	7.67	%		
Sum (SiO2+Al2O3+Fe2O3)	88.69	%	50.0 min	50.0 min
Sulfur Trioxide (SO3)	0.44	%	5.0 max	5.0 max
Calcium Oxide (CaO)	2.66	%	18.0 max / >18.0	18.0 max / >18.0
Magnesium Oxide (MgO)	1.49	%		
Sodium Oxide (Na2O)	1.66	%		
Potassium Oxide (K2O)	2.04	%		
Total Alkali (Sodium Oxide Equivalent)	3.0	%		
Moisture	0.07	%	3.0 max	3.0 max
Loss on Ignition	0.77	%	6.0 max	5.0 max

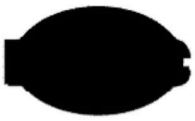
Physical Analysis				
Fineness, % retained on 45-µm sieve	16.21	%	34 max	34 max
Strength Activity Index - 7 or 28 day requirement				
7 day, % of control	86	%	75 min	75 min
28 day, % of control	99	%	75 min	75 min
Water Requirement, % control	94	%	105 max	105 max
Density, ASTM C604	2.44	g/cm3		

The test data listed herein was generated by applicable ASTM methods. The reported results pertain only to the sample(s) or lot(s) tested. This report cannot be reproduced without permission from EM Resources LLC. This material meets the requirements of Florida DOT 929 specification and Mississippi DOT Section 714.05.2.

Meeting either 7-day or 28-day strength activity index indicates specification compliance

Tyler Lambert
QA Manager

AASHTO ACCREDITED



AGGREGATE GRADATION - SPECIFIC GRAVITY - EVAPORABLE MOISTURE

SOURCE and SAMPLING INFORMATION

Aggregate Source:	Couch	**Aggregate Type:**	#8
Source Base FM:		**Sample # :**	
Sampling Location:	Plant Stockpile	**Corresponding Split Sample # :**	
Quantity Represented:			
Sampled by:	LR	**Date Sampled:**	11/17/2025
Tested by:	LR	**Date Tested:**	11/18/2025

Initial Dry Weight (grams): 1047.0 — **Minimum Initial Dry Weight Required (grams):** 1000 — Acceptable

Record all weights to the nearest 0.1 grams

Sieve		Weight Retained (grams)		Percent Retained (%)		Total Percent Passing (%)	Required Percent (%)		Gradation Status
		Cumulative	Individual	Cumulative	Between Sieves		MIN	MAX	
2 inch	63.0 mm	0.0				100.0			
1-1/2 inch	50.0 mm	0.0				100.0			
1-1/4 inch	37.5 mm	0.0				100.0			
1 inch	25.0 mm	0.0				100.0			
3/4 inch	19.0 mm	0.0				100.0			
1/2 inch	12.5 mm	0.0				100.0	100	100	Acceptable
3/8 inch	9.5 mm	56.0	56.0	5.3	5.3	94.7	85	100	Acceptable
No. 4	4.75 mm	912.0	856.0	87.1	81.8	12.9	10	30	Acceptable
No. 8	2.36 mm	1038.0	126.0	99.1	12.0	0.9	0	10	Acceptable
No. 16	1.18 mm	1041.0	3.0	99.4	0.3	0.6	0	5	Acceptable
No. 30	0.6 mm	0.0	-1041.0						
No. 40	0.425 mm	0.0							
No. 50	0.3 mm	0.0							
No. 100	0.15 mm	0.0							
Pan		1046.0	1046.0	99.9					
Total		1046.0							
						Required Final Dry Weight Range (grams)	1043.9	1050.1	Acceptable

GRADATION SUMMARY

Did the Initial Dry Sample Weight meet or exceed the Minimum required weight?	**Yes.**
Did the gradation meet all the requirements for gradation?	**Yes.**
Is the Total Weight within 0.3% of Initial Dry Weight?	**Yes.**
Sieve size:	**16 x 24 inch**
Was any sieve overloaded?	**No.**
Fineness Modulus:	**5.91**
GRADATION STATUS:	**Acceptable**

SPECIFIC GRAVITY INFORMATION

Record all weights to the nearest 0.1 grams

FINE AGGREGATE

Pycnometer Method

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of pycnometer filled with water:	B	Bulk SG (SSD Basis):	
Mass of pycnometer with specimen and water to calibration mark:	C	Apparent SG:	
Mass of saturated, surface-dry specimen:	S	Absorption (%):	

COARSE AGGREGATE

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of saturated, surface-dry specimen in air:	B	Bulk SG (SSD Basis):	
Mass of saturated sample in water:	C	Absorption (%):	

EVAPORABLE MOISTURE

Record all weights to the nearest 0.1 grams

Mass of original sample:	W
Mass of dried sample:	D
Total evaporable moisture content of sample (%):	P
Surface moisture (%):	SM

Comments: _____

SIGNATURE: _____



AGGREGATE GRADATION - SPECIFIC GRAVITY - EVAPORABLE MOISTURE

SOURCE and SAMPLING INFORMATION

Aggregate Source:	Couch	**Aggregate Type:**	Fine
Source Base FM:		**Sample # :**	
Sampling Location:	Plant Stockpile	**Corresponding Split Sample # :**	
Quantity Represented:	Theodore Plant		
Sampled by:	LR	**Date Sampled:**	9/25/2025
Tested by:	LR	**Date Tested:**	9/26/2025

Initial Dry Weight (grams): 464.1 — **Minimum Initial Dry Weight Required (grams):** 300 — Acceptable

Record all weights to the nearest 0.1 grams

Sieve		Weight Retained		Percent Retained		Total Percent Passing	Required Percent		Gradation Status
		Cumulative	Individual	Cumulative	Between Sieves		MIN	MAX	
		(grams)		(%)		(%)	(%)		
2 inch	63.0 mm	0.0				100.0			
1-1/2 inch	50.0 mm	0.0				100.0			
1-1/4 inch	37.5 mm	0.0				100.0			
1 inch	25.0 mm	0.0				100.0			
3/4 inch	19.0 mm	0.0				100.0			
1/2 inch	12.5 mm	0.0				100.0			
3/8 inch	9.5 mm	0.0				100.0	100	100	Acceptable
No. 4	4.75 mm	9.6	9.6	2.1	2.1	97.9	95	100	Acceptable
No. 8	2.36 mm	38.2	28.6	8.2	6.1	91.8	80	100	Acceptable
No. 16	1.18 mm	72.0	33.8	15.5	7.3	84.5	50	85	Acceptable
No. 30	0.6 mm	235.0	163.0	50.6	35.1	49.4	25	60	Acceptable
No. 40	0.425 mm	255.1	20.1	55.0	4.4	45.0			
No. 50	0.3 mm	398.5	143.4	85.9	30.9	14.1	5	30	Acceptable
No. 100	0.15 mm	456.4	57.9	98.3	12.4	1.7	0	10	Acceptable
Pan		464.1	7.7	100.0					
Total		464.1							
						Required Final Dry Weight Range (grams)	462.7	465.5	Acceptable

GRADATION SUMMARY

Did the Initial Dry Sample Weight meet or exceed the Minimum required weight?	**Yes.**
Did the gradation meet all the requirements for gradation?	**Yes.**
Is the Total Weight within 0.3% of Initial Dry Weight?	**Yes.**
Sieve size:	**8 inch dia.**
Was any sieve overloaded?	**No.**
Fineness Modulus:	**2.61**
GRADATION STATUS:	**Acceptable**

SPECIFIC GRAVITY INFORMATION

Record all weights to the nearest 0.1 grams

FINE AGGREGATE

Pycnometer Method

Mass of oven-dry specimen in air:		A	Bulk SG (*OD Basis*):	
Mass of pycnometer filled with water:		B	Bulk SG (SSD Basis):	
Mass of pycnometer with specimen and water to calibration mark:		C	Apparent SG:	
Mass of saturated, surface-dry specimen:		S	Absorption (%):	

COARSE AGGREGATE

Mass of oven-dry specimen in air:		A	Bulk SG (*OD Basis*):	
Mass of saturated, surface-dry specimen in air:		B	Bulk SG (SSD Basis):	
Mass of saturated sample in water:		C	Absorption (%):	

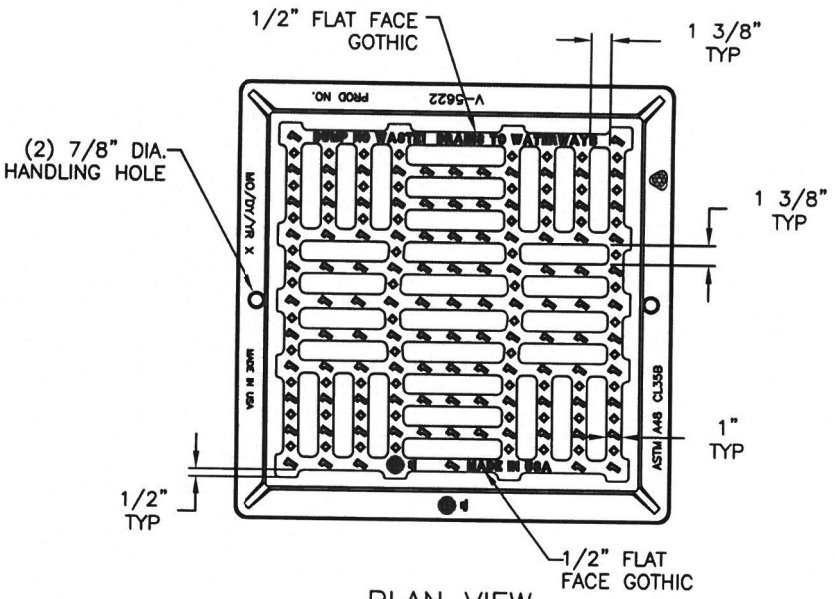
Comments: _____

SIGNATURE:_____

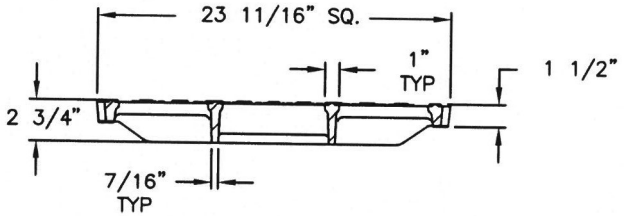
1021

INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2’ INLET GRATE

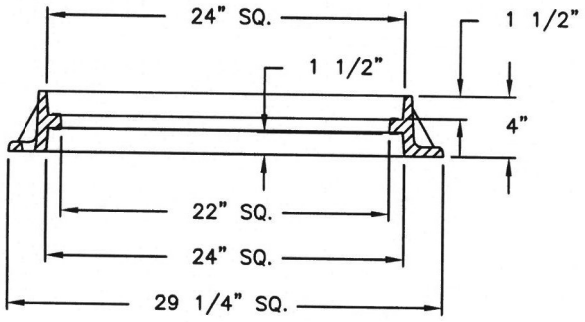
V5622 Assembly



PLAN VIEW



GRATE SECTION



FRAME SECTION

NOTE:FRAME IS REVERSIBLE

Product Number
45622050A01

Design Features
-Materials
Frame
Gray Iron (CL35B)
Grate
Ductile Iron (70-50-05)

-Design Load
Heavy Duty
-Open Area
274 Sq. Inches
-Coating
Undipped
-√ Designates Machined Surface

Certification
- ASTM A48
- ASTM A536
-
-Country of Origin: USA

Major Components
45622010
45622050

Drawing Revision
06/02/2017 Designer: MAH
03/19/2018 Revised By: DVD

Disclaimer
Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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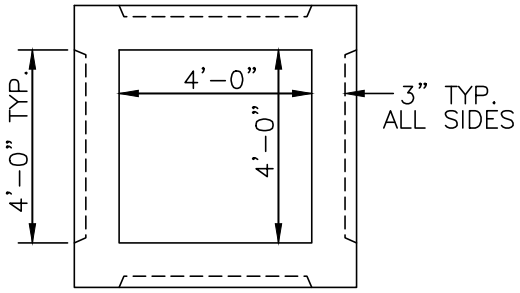
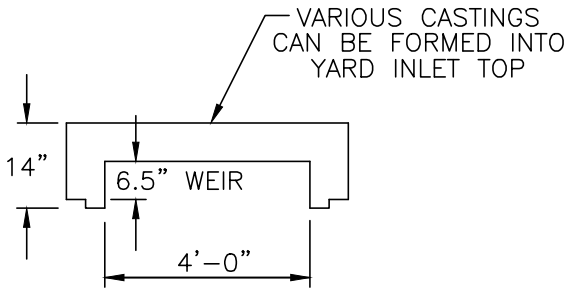
Contact
800 626 4653
ejco.com

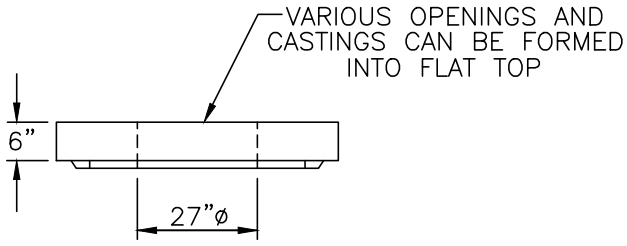
PRECAST DRAINAGE KNOCK-OUT PANEL STRUCTURES



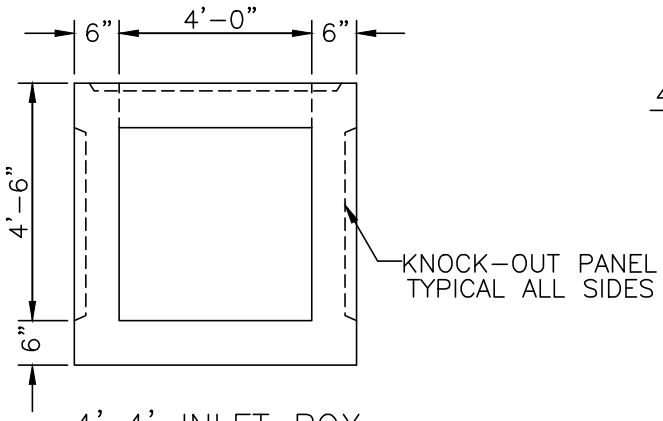
4'x4' INLET BOX
PLAN VIEW



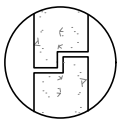
4'x4' YARD INLET TOP
WEIGHT=2,077 lbs.



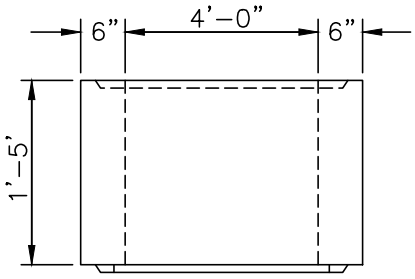
4'x4' INLET BOX FLAT TOP
WEIGHT=2,004 lbs.



4'x4' INLET BOX
PROFILE VIEW
WEIGHT=5,700 lbs.



TYPICAL INLET
BOX JOINT



4'x4' INLET BOX RISER
WEIGHT=1,400 lbs./ft.

CONC. & REINF. SPECS

CONCRETE TO BE 4,000 PSI IN 28 DAYS UNLESS OTHERWISE SPECIFIED.

REINFORCING TO BE PER ASTM C-913 CLASS 700 UNLESS OTHERWISE SPECIFIED WITH:

SIZE	Ash (in.2/ft)	Asv (in.2/ft)
2'x2'	.14	.14
3'x3'	.14	.14
4'x4'	.14	.14
5'x5'	.27	.14
6'x6'	.27	.14

FRAME & GRATE OR MANHOLE CASTING PER ENGINEERS DESIGN.

NOTES:
- GRADE 60 REINFORCEMENT
- FOR HS20 LOADING
- 4,000 PSI CONCRETE

NO SCALE

ALL DIMENSIONS SUBJECT TO ALLOWABLE SPECIFICATIONS TOLERANCES

MADE IN THE USA



4'x4' INLET BOX SECTIONS

UNIVERSAL PRECAST, INC.
THEODORE, AL

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 64,338.62

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2 **$ 2,944,058.30**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 64,338.62

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2 **$ 2,944,058.30**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
Site Furnishings	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
				Bid Contract total:		**$ 2,759,500.00**
				Change Order No.1 total:		**$ 120,219.68**

	Item #	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**
CHANGE ORDER NO.2	1010	Replace Conduit, Conductors, Panel, & Receptacles the Receptacle Pedestal will be built like detail c1	Lump Sum	1	$ 15,326.00	$ 15,326.00
	1011	Replace Conduit & Conductors to Receptacle Pedestal marked a1/e-502 Replace Receptacles	Lump Sum	1	$ 5,091.00	$ 5,091.00
	1012	Furnish & Install Receptacle Pedestal in Planter Adjacent to the Ampitheater per site plan	Lump Sum	1	$ 3,959.00	$ 3,959.00
	1013	Add Conduit for Cabling to be Installed to Cameras & Cabling to be Furnished & Installed by others	Lump Sum	1	$ 1,063.00	$ 1,063.00
	1014	Furnish & install (10) surface mount bollards circuit #2 to be used excludes costs to repair area after excavation	Lump Sum	1	$ 45,280.00	$ 45,280.00
	1015	Circular Seat Wall at Oak Tree (Front of Restroom)	Lump Sum	1	$ 64,782.00	$ 64,782.00
	1016	Additional Concrete Paving at New Seat Wall	Square Yards	171	$ 179.67	$ 30,723.57
	1017	West & East Ramp and Cheek Walls Including Demo	Lump Sum	2	$ 10,183.00	$ 20,366.00
	1018	Stamped Concrete at Cooper Bench – Wood Plank Pattern	Square Feet	180	$ 29.31	$ 5,275.80
	1019	Belgard Tumbled Concrete Pavers	Square Feet	1,080	$ 17.95	$ 19,386.00
	1020	Additional topping coating to replace broken pavers	Square Feet	260	$ 18.25	$ 4,745.00
	1021	Install 8" hdpe pipe (60 lf) and 2' x 2' inlet grate	Lump Sum	1	$ 3,500.00	$ 3,500.00
	1022	Pressure wash amphitheater	Lump Sum	1	$ 2,152.50	$ 2,152.50

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 64,338.62

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2 **$ 2,944,058.30**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
CHANGE ORDER NO.2	1023	Jointing at topping slab (sika backer/polyethylene bond breaker tape	Lump Sum	1	$ 688.75	$ 688.75
	1024	Remove from scope - installation of flag poles	Lump Sum	1	$ (142,000.00)	$ (142,000.00)
	1025	Remove from scope - concrete flagpole foundations, includes reinforcement and aggregate sub-base shown on plans and details	Lump Sum	1	$ (16,000.00)	$ (16,000.00)
					Change Order No.2 total:	**$ 64,338.62**
					Contract Amount after Change Order:	**$ 2,944,058.30**

MOBILE
ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

SEPTEMBER 2025



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ITEM I
INVITATION TO BID

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, AUGUST 27, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	PR-029-22
Project:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description:	Landscaping, Hardscaping

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and Conract Documents are available and may be obtained by prime contractor bidders by emailing the Project Administrator at qsmith@moffattnichol.com. Printed copies of the Bidding Documents may be obtained from the Issuing Office (address: 11N Water Street, Suite 20220, Mobile, AL 36602, Ph 225-610-1933) with 24-hour notice (send notice to: qsmith@moffattnichol.com), during the hours indicated above, upon payment of a deposit of $175.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Cashier's checks for Bidding Documents shall be payable to "Moffatt & Nichol." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No Bid Packages and no Specifications will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Wednesday, AUGUST 20, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, AUGUST 13, 2025 at 11:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto (e.g. entire bid package) are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract

will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast States Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company registered to do business in Alabama acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective

Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids
Advertisement: Wednesday, 7/16/25 - Wednesday, 7/30/25
Mandatory Pre-Bid Meeting: Wednesday, 8/13/25 at 11am, Commission Conference Chamber, Govt. Plaza
Pre-Bid Questions Due: Wednesday, 8/20/25 at 12pm
Bid Opening: Wednesday, 8/27/25 at 2:30pm, Commission Conference Chamber, Govt. Plaza

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE JULY 16, 2025, JULY 23, 2025, & JULY 30, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default. Bid bond shall remain valid for 90 days after bid opening.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS_S with Site Work, Earthwork, and Concrete per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.

c. Contractor default under previous contracts with the owner.

d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.

e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.

f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials

or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Project Manager will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Project Manager may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Project Manager definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Project Manager at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Project Manager. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Project Manager will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Project Manager may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

INFORMATION FOR BIDDERS RELATED TO GOMESA ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and

required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

Project Name: MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES, COM PROJECT NO. PR-029-22

Bid Opening Date: 8/27/25

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial	*Required Item*
BR	(1) Attendance at Pre-Bid Meeting
BR	(2) Correct project name and information on sealed envelope (see pg. 5)
BR	(3) Proof of required State of Alabama Contractor's License (see pg. 5)
BR	(4) Entire bound bid contract as received from consultant engineer (see pg. 3)
BR	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
BR	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 4, 22)
BR	(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 62-67)
BR	(8) E-Verify Affidavit (Form – pg. 68)
BR	(9) Accounting of Sales Tax form (pg. 78)
BR	(10) Federal-Aid Funded Projects (form – pg. 175)
BR	(11) UEI Documentation and SAM.gov Verification (see pg. 4, 12; form – pg. 243)
BR	(12) FFATA Disclosure Statement (form – pg. 244)
BR	(13) Proposal Form (pgs. 13-21)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: BEN RUSSELL Job Title: PRESIDENT

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/27/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the City Project Manager, as well as the premises

Project No: PR-029-22
Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description: Landscape and Hardscape.
Major work items include: Concrete

The Bidder further agrees to construct the improvements in **180 working days (Base Bid)** as chosen by the City.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Moffatt & Nichol, Project Manager - Sai Kiran Duvvuri, PE, Email – sduvvuri@moffattnichol.com. In order to receive consideration, the request must be received before 12:00 p.m. on August 20, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

Project No. PR-029-22

MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK

GREAT LAWN UPGRADES

ITEMS FOR BID

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GENERAL CONDITIONS	1.1	1	LUMP SUM	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	ONE HUNDRED For EIGHTY THOUSAND Dollars And ZERO Cents	180,000.00	180,000.00
GENERAL CONDITIONS SUBTOTAL					For ONE HUNDRED EIGHTY- THOUSAND Dollars And ZERO Cents		180,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
REMOVALS / DEMOLITIONS	2.1	1	LUMP SUM	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	ONE THOUSAND For FIVE HUNDRED Dollars And ZERO Cents	1,500.00	1500.00
	2.2	1	LUMP SUM	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail, and flag poles, and other remaining site furnishings not listed specifically. Refer to sheet G-101.	For NINE THOUSAND Dollars And ZERO Cents	9000.00	9000.00
	2.3	1	LUMP SUM	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17,000.00	17000.00
	2.4	1	LUMP SUM	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	For THIRTY THOUSAND Dollars And ZERO Cents	30,000.00	30000.00
	2.5	1	LUMP SUM	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	For FIVE THOUSAND Dollars And ZERO Cents	5,000.00	5000.00
REMOVALS / DEMOLITIONS SUBTOTAL					SIXTY-TWO THOUSAND For FIVE HUNDRED Dollars And ZERO Cents		62,500.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
TEMPORARY FENCING AND EROSION CONTROL MEASURES	3.1	1	LUMP SUM	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
	3.2	1	LUMP SUM	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	FORTY-FIVE For THOUSAND Dollars And ZERO Cents	45000.00	45000.00

	3.3	1	LUMP SUM	Furnish, install and maintain tree protection. See Plans and Details.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
TEMPORARY FENCING AND EROSION CONTROL MEASURES SUBTOTAL					For FIFTY-SEVEN THOUSAND Dollars And ZERO Cents		57,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE PREPARATION	4.1	1	LUMP SUM	Earthwork, grading and excavation, fine grading.	For ONE HUNDRED TEN THOUSAND Dollars And ZERO Cents	110000.00	110000.00
	4.2	1	LUMP SUM	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	For SEVEN THOUSAND Dollars And ZERO Cents	7000.00	7000.00
SITE PREPARATION SUBTOTAL					For ONE HUNDRED SEVENTEEN THOUSAND Dollars And ZERO Cents		117,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE PAVEMENT	5.1	1	LUMP SUM	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	For SEVEN HUNDRED SEVEN THOUSAND Dollars And ZERO Cents	707000.00	707000.00
	5.2	1	LUMP SUM	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	For TWENTY-SEVEN THOUSAND Dollars And ZERO Cents	27000.00	27000.00
	5.3	1	LUMP SUM	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	For TWENTY-ONE THOUSAND Dollars And ZERO Cents	21000.00	21000.00
	5.4	1	LUMP SUM	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For EIGHTEEN THOUSAND Dollars And ZERO Cents	18000.00	18000.00
	5.5	1	LUMP SUM	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For THIRTY-SEVEN THOUSAND Dollars And ZERO Cents	37000.00	37000.00
	5.6	1	LUMP SUM	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	For SIXTEEN THOUSAND Dollars And ZERO Cents	16000.00	16000.00
CONCRETE PAVEMENT SUBTOTAL					For EIGHT HUNDRED TWENTY-SIX THOUSAND Dollars And ZERO Cents		826,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE STEPS AND WALLS	6.1	1	LUMP SUM	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	EIGHTY-SEVEN For THOUSAND Dollars And ZERO Cents	87000.00	87000.00
	6.2	1	LUMP SUM	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67000.00	67000.00
	6.3	1	LUMP SUM	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	TWENTY-FOUR For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	6.4	1	LUMP SUM	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	THIRTY-FOUR For THOUSAND Dollars And Cents	34000.00	34000.00
	6.5	1	LUMP SUM	Concrete planter wall and integral steps at south project area by amphitheater.	FIFTY For THOUSAND Dollars And ZERO Cents	50000.00	50000.00
CONCRETE STEPS AND WALLS SUBTOTAL					TWO HUNDRED SIXTY-TWO For THOUSAND Dollars And ZERO Cents		262,050.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
MASONRY	7.1	1	LUMP SUM	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	FORTY-SEVEN For THOUSAND Dollars And ZERO Cents	47000.00	47000.00
	7.2	1	LUMP SUM	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	For FIFTEEN THOUSAND Dollars And ZERO Cents	15000.00	15000.00
MASONRY SUBTOTAL					For SIXTY-TWO THOUSAND Dollars And ZERO Cents		62,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE FURNISHINGS	8.1	1	LUMP SUM	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	For TEN THOUSAND Dollars And ZERO Cents	10000.00	10000.00
	8.2	1	LUMP SUM	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17000.00	17000.00
	8.3	1	LUMP SUM	Installation of Owner Furnished historic sign and bronze plaque.	For THREE THOUSAND Dollars And ZERO Cents	3000.00	3000.00
	8.4	1	LUMP SUM	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	8.5	1	LUMP SUM	Installation of new flag poles.	For ONE HUNDRED FORTY-TWO THOUSAND Dollars And ZERO Cents	142000.00	142000.00
	8.6	1	LUMP SUM	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
SITE FURNISHINGS SUBTOTAL					For TWO HUNDRED TWENTY THOUSAND Dollars And ZERO Cents		220,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GUARDRAIL SYSTEMS	9.1	1	LUMP SUM	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Two Hundred Eighty-Four For Thousand Dollars And Zero Cents	284,000.00	284,000.00
	9.2	1	LUMP SUM	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details.	One Hundred Eleven For Thousand Dollars And Zero Cents	111,000.00	111,000.00
GUARDRAIL SYSTEMS SUBTOTAL					Three Hundred Ninety-Five For Thousand Dollars And Zero Cents		395,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
LANDSCAPING	10.1	1	LUMP SUM	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Fifty-Three For Thousand Dollars And Zero Cents	53,000.00	53000.00
	10.2	1	LUMP SUM	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Sixty-Seven For Thousand Dollars And Zero Cents	67,000.00	67,000.00
	10.3	1	LUMP SUM	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Thirty-Five For Thousand Dollars And Zero Cents	35000.00	35000.00
LANDSCAPING SUBTOTAL					One Hundred Fifty-Five For Thousand Dollars And Zero Cents		155 000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE DRAINAGE	11.1	1	LUMP SUM	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	For Eight Thousand Dollars And Zero Cents	8000.00	8000.00

	11.2	1	LUMP SUM	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	For TWENTY-THREE THOUSAND Dollars And ZERO Cents	23000.00	23000.00
SITE DRAINAGE SUBTOTAL					For THIRTY-ONE THOUSAND Dollars And ZERO Cents		31,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ELECTRICAL	12.1	1	LUMP SUM	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	For THIRTY-FIVE THOUSAND Dollars And ZERO Cents	350000.00	350 000.00
	12.2	1	LUMP SUM	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	For FORTY-TWO Dollars And ZERO Cents	42000.00	42000.00
ELECTRICAL SUBTOTAL					For THREE HUNDRED NINTY-TWO THOUSAND Dollars And ZERO Cents		392,000.00
BASE BID					For TWO MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED Dollars And ZERO Cents		2,759,500.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY PL RUSSELL

SIGNATURE

DATE 8/27/25

UNIT PRICES

The following unit prices will be used to establish costs for changes to the contract. Provide the following unit prices based on the plans, details and specifications.

1.	Surplus and or unsuitable soil material hauled off site.	50	cubic yard	$45.00
2.	Remove hose bib, cap existing connection. Install new hose-bib. Assume 20 feet of 5/8" diameter new PVC water service, connect to existing and provide hose bib attached to wood post.	1	each	$1500.00
3.	Furnish and place borrow material meeting classification of imported structural fill.	50	cubic yard	$35.00
4.	Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation.	500	Square yard	$45.00

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

1, 2, and 3

BASE BID: $2,759,500.00

CONTINGENCY ALLOWANCE: + $50,000.00

TOTAL BASE BID: $2,809,500.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: $ 2,809,500.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

(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.**

Base Bid

Total (All items listed in Proposal) 2,809,500.00

Written in words TWO MILLION EIGHT HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS.

Number of calendar days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

BEN RUSSELL
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 251 SAINT ANTHONY ST MOBILE, AL 36603

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

5754
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 57754

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PL RUSSELL LLC

MOBILE, AL 36603

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU-S: DRAINAGE AND CULVERT, SC: CONCRETE

until May 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

8th day of May, 2025

216871

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That PL Russell, LLC
(Name of Contractor)
251 Saint Anthony St., Mobile, AL 36603
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for ***Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades***, **City of Mobile Project No. *PR-029-22.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 27, 2025 (Date)
PL Russell, LLC
By: _____ (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: _____
Billie Jo Sanders, Attorney-in-Fact

Alabama Resident Agent By _____
Billie Jo Sanders

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of August, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC 251 Saint Anthony Street, Mobile, Alabama 36603 as Principal and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred & 00 Dollars ($ 2,757,500.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Mobile Riverfront Redevelopment Cooper Riverside Park, Great Lawn Upgrades, PR-029-22 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____ BEN RUSSELL
(Signature) (Print)

Gwen Logan (Print) ITS: PRESIDENT
ITS: Secretary (Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Renee Ellis
(Print)

ATTEST: _____ ITS: Attorney in Fact
(Signature) (Title)

Kathryn Hilton (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and
Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred and 00 dollars ($ 2,757,500.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Mobile Riverfront Development, Cooper Riverside Park, Great Lawn Upgrades, City of Mobile which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

BEN RUSSELL
(Print)

ITS: PRESIDENT
(Title)

ATTEST:
_____
(Signature)

Gwen Logan (Print)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

ATTEST:
_____
(Signature)

Kathryn Hilton (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Turner Insurance & Bonding Co.

PATRIOT | PARTNER AGENCY

445 Dexter Avenue, Suite 5030
Montgomery, AL 36104

PO Drawer 230789
Montgomery, AL 36123

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(334) 244-0004

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(334) 244-0350

Web
Turnerfirst.com

September 9, 2025

City of Mobile
P.O. Box 1827
Mobile, Alabama 36603

Re: PL Russell, LLC
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

To whom it may concern:

As a representative of Western Surety Company regarding the above-mentioned performance and payment bonds for PL Russell, LLC. I give City of Mobile the authority to date the Power of Attorney for the above referenced project that is attached to each bond the same date the bonds and contracts are executed.

If you would be so kind, please let me know what date you use. If you would like, you can email this information to me at rellis@turnerfirst.com.

If you need anything further, please do not hesitate to contact me.

Regards,

Renee Ellis

Renee Ellis

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. All bonds must be originals.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance:

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page:

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Project Manager, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Project Manager. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The Programs and Project Management and/or Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

    a. Uncompleted work which, in the judgment of the Programs and Project Management Department, might hinder or prevent the prompt completion of additional work if awarded.

    b. Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

    c. Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

    d. The Owner, reserves the right to reject any Bidder who has previously failed to

perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Programs and Project Management Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the Programs and Project Management Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Project Manager.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile, to the City's Testing Lab for

approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles and/or Reclaimed/Recycled Asphalt Shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Project Manager or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Project Manager without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The Contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Project Manager unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project

completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Project Manager. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no

direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Project Manager shall retain one set. Prints and/or tapes shall be delivered to the City Project Manager within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control Best Management Practices (BMP) on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the

Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

49. Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
50. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
51. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
52. Workmen shall wear reflectorized vests, shirts or jackets.
53. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
54. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
55. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
56. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
57. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
58. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
59. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
60. All traffic control configurations shall be restored to their original patterns, unless

otherwise directed by the Traffic Engineering Director.

61. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
62. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
63. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
64. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
65. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)



(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and PL Russell, LLC. , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project No: PR-029-22
Project Description: Landscaping and Hardscaping
Major work items include: Concrete

City of Mobile Project Number **PR-029-22**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $2,767,500.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these

Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or appointed assistants.

CITY PROJECT MANAGER:

(7) Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Moffatt & Nichol.**

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

(9) The City Project Manager and/or CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The City Project Manager and/or CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(10) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the City Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

(11) Both parties to this contract hereby agree that the City Project Manager and/or CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the City Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(12) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

(13) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(14) The City Project Manager and/or CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the City Project Manager and/or CITY ENGINEER.

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(15) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the City Project Manager and/or CITY ENGINEER at any time prior to the completion of the work and its acceptance by the City Project Manager and/or CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(16) If the work of any person employed by the CONTRACTOR should appear to the City Project Manager and/or CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the City Project Manager and/or CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(17) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the City Project Manager and/or CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(18) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(19) All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(20) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(21) If, in the opinion of the City Project Manager and/or CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the City Project Manager and/or CITY ENGINEER may

direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the City Project Manager and/or CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(22) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the City Project Manager and/or CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the City Project Manager and/or CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the City Project Manager and/or CITY ENGINEER, to ensue, the City Project Manager and/or CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(23) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(24) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned,

and shall render to the City Project Manager and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(26) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(27) The source of funds for payment by City under this contract is GOMESA. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(28) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(29) 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.

NON-DISCRIMINATION REQUIREMENTS:

(30) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

    b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

    e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-l.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a

violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

(31) 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.

E-BUILDER:

(32) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

RECORDS RETENTION REQUIREMENTS:

(33) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors

(vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(34) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(35) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(36) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(37) For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(38) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(39) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be

made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(40) As Outlined

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

   1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

      a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

      b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

      c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
3. Quantity of materials, price and extension.
4. Freight on materials.
5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(41) During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

(42) 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.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CONTRACTOR:

_____

WITNESSES:

AN INDIVIDUAL

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

PL Russell (Print)

BY: _____

ITS PRESIDENT

Ben Russell (Print)

Corporate Seal

ATTEST:

_____

ITS SECRETARY

Gwen Logan (Print)

9/15/25

DATE

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

BY: _____

CITY CLERK

William S. Stimpson (Print)

Lisa C. Lambert (Print)

10/21/25

DATE

STATE OF ALABAMA
CITY OF MOBILE

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

Given under my hand and notarial seal on this the 15 day of Sept, 2025.

NOTARY PUBLIC

My Commission Expires: 4/28/29

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(B) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (A);* PARAGRAPH 1 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

    The ENGINEER reserves the right, with approval from the Project Manager, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

ATTACHMENT "A"

LOCATION

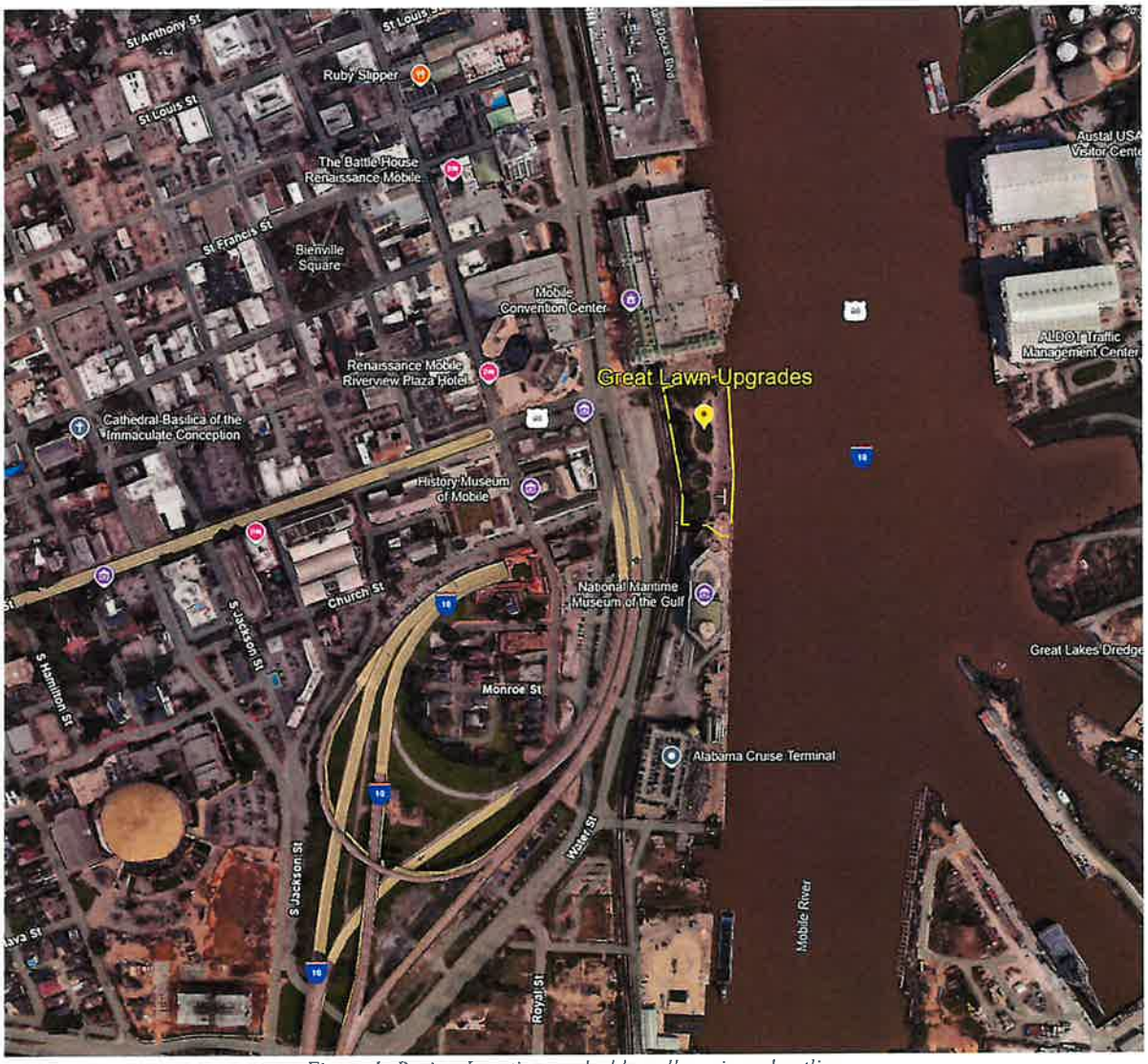

Figure 1: Project Location marked by yellow pin and outline.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

PLRUSSE-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Allison G Brownlee PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Benchmark Insurance Co. — 41394
INSURED PL Russell LLC P.O. Box 1623 Mobile, AL 36606	INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI — 055028
	INSURER C : Lloyd's of London — 32727
	INSURER D : RSUI Indemnity Company — 22314
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2025	7/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2025-AL	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

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

David J Brush

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: PL Russell	Certified DBE: YES (NO)	Contract Start Date: 1/1/2026
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

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

PRINT NAME: _____

SIGNATURE: _____, _____ __/__/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Valerie Archnique Kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	PL Russell LLC
Address	251 Saint Anthony St Mobile, AL 36603
Telephone	251-385-6091
E-Mail	info@plrussell.com

RFP/RFQ Solicitation Number	PR 029-22
Project Description	Mobile Riverfront Redevelopment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14 Female 2 Minority 8 Non-minority 8 SDVO _____ Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ben Russell

Signature: _____ Date: 8/22/25

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: Ben Russell Title: President

Email: ben@plrussell.com Phone: 251-385-6091

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company PL Russell Your Bid/Proposal Amount $ 2757,500.00 Date: 8/27/25

8/27/25 Description Mobile Riverfront Redevelopment

Name of Bidder/Proposer: PL Russell

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
Hog Concrete		Concrete Supplier	$207530.00	8%	yes	
Hughes Companies		Trucking/Aggregates	$81,000.00	3%	yes	
White Cap		Material Supplier	$172,200.00	6%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: PL Russell

Contact Person: Ben Russell Phone 251-599-1146 Email ben@plrussell.com

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

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared BEN RUSSELL (affiant) who, being duly sworn says as follows:

President/CEO of PL RUSSELL.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for B RUSSELL 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 COMPANY is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2306613.

CEO of PL RUSSELL

Sworn to and subscribed before me this the 27 day of AUGUST, 2021

I certify that the affiant is known to me to be the identical party he/she claims to be.

Signature and Seal of Notary Public

AMELIA RUSSELL NOTARY PUBLIC ALABAMA STATE AT LARGE

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201

Client Company ID Number: 2306613

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. 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.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

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

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the 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.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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

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

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

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

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

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

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

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

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

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PL Russell, LLC (Employer) hereby designates and appoints Employee Liability Management, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	**Title**
Signature Electronically Signed	**Date** 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	**Title**
Signature Electronically Signed	**Date** 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/25/2023

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 381201

Client Company ID Number: 2306613

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

AL	1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

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

Name	Beniamin Russell
Phone Number	2514700700
Fax	
Email	hquinn@elminfo.com

Company ID Number: 381201

Client Company ID Number: 2306613

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

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this

_____day of _____, 20___.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

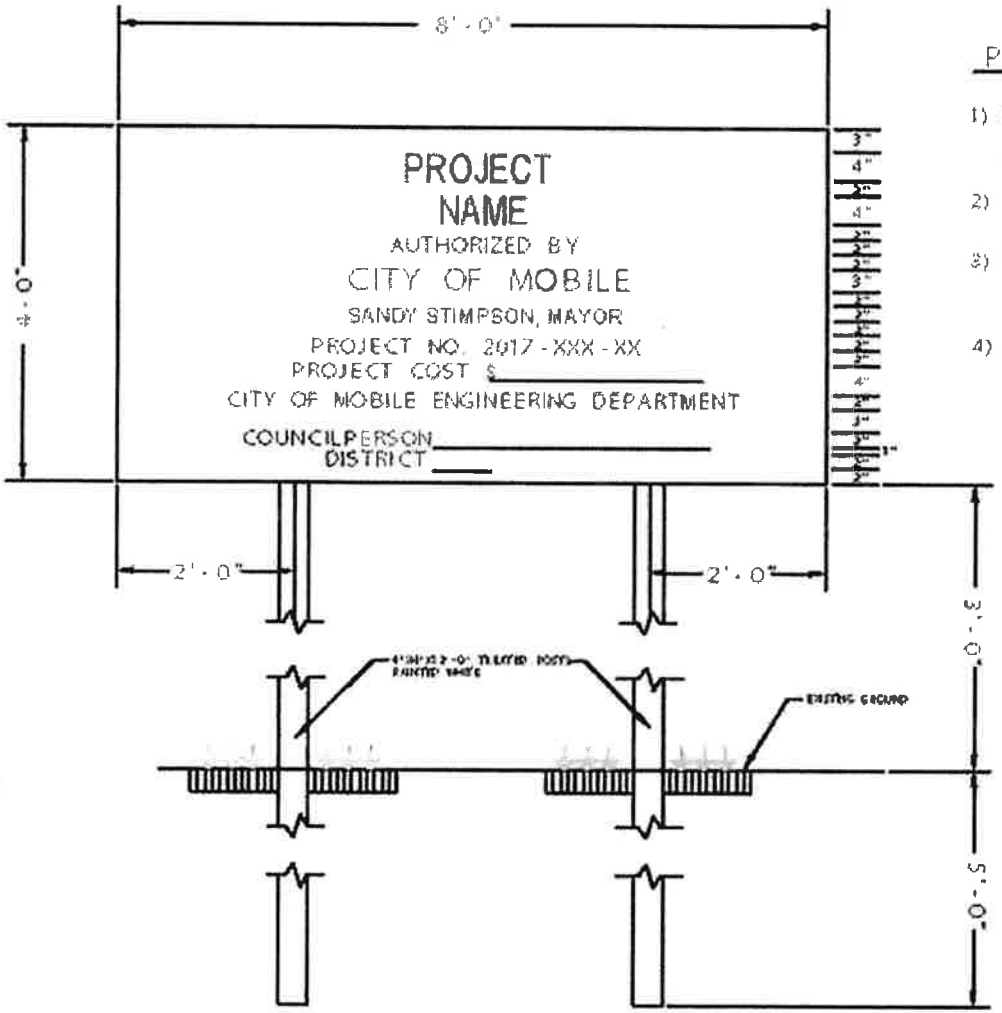
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer

3) Sign to 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 and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid 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 for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids 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 Bid and Contract Documents; 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 and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; 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 Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract 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 base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 8/27/25

Name of Project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

Project Number: PR-029-22

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 44,500.00
ADDITIVE ALTERNATE #1:	$ —

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder PL Russell LLC

Mailing Address 251 Saint Anthony St Mobile, AL 36603

***By (Legal Signature)** [signature]

*Name (type or print) Ben Russell (Seal)

*Title President

Telephone Number 251-385-6091

PL Russell LLC Corporate Seal 2022 Alabama

ATTACHMENT "H"

GOMESA COMPONENTS, AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits I and J for tasks, terms and conditions.

1. PROJECT PERFORMANCE PERIOD: The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.

2. REPORTS: The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

3. PRE-CONSTRUCTION REQUIREMENTS:

Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

a. Engineering and design plans. The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

b. Permitting requirements. The Recipient must furnish evidence, satisfactory to the

Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.

c. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

d. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

4. ASSIGNMENT / AMENDMENT: The Recipient shall not assign or otherwise transfer any interest in the GRANT AGREEMENTS without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of the GRANT AGREEMENTS. Such amendments, which are mutually agreed upon between ADCNR and Recipient, must be in writing and approved by all signatory/authorities prior to becoming effective.

5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

ATTACHMENT "I"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

   PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.

2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

   BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

   In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalition, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.

4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile

William S. Stimpson
2024.10.28 14:15:50
-05'00'

William S. "Sandy" Stimpson, Mayor
City of Mobile

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects**; and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development (**Northern Riverfront Plaza**).

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Sumpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

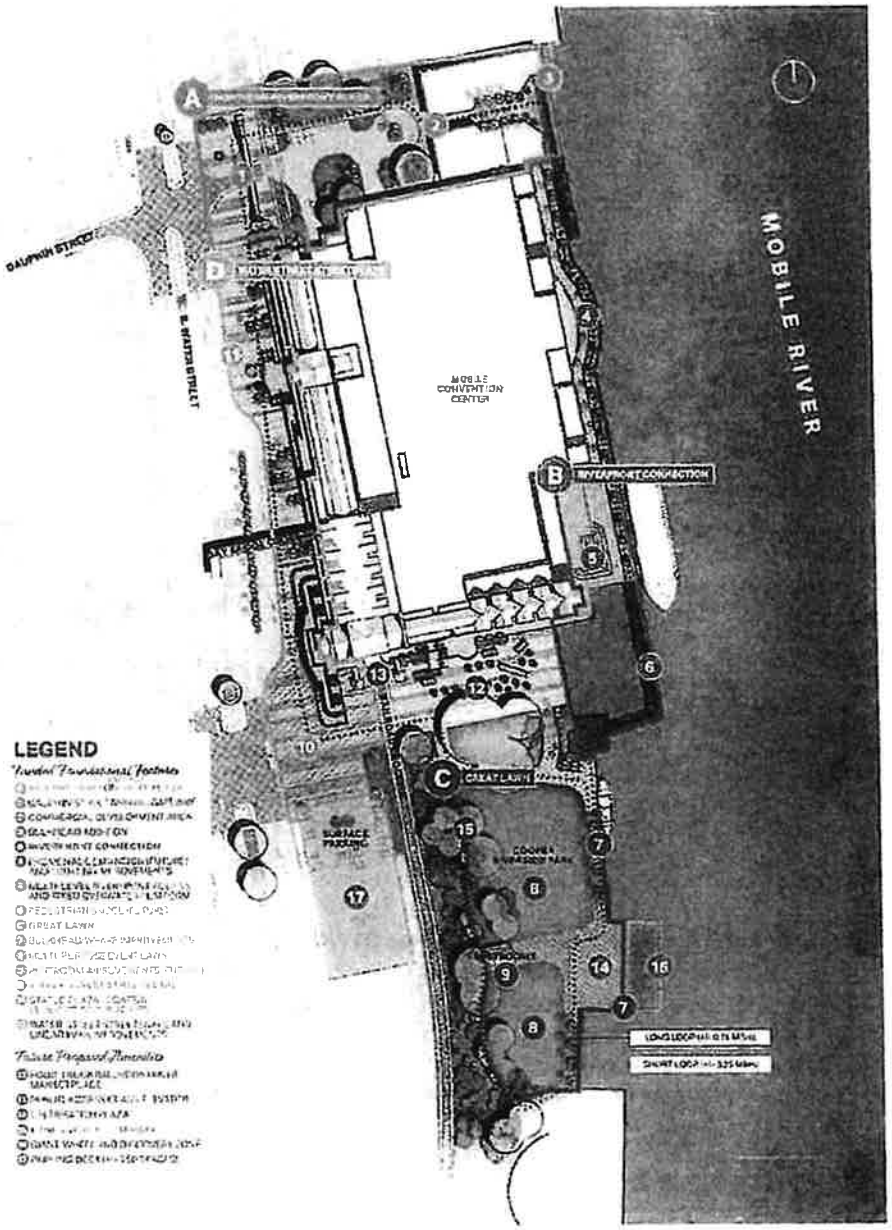


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center*]*. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	**$1,000,000**
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	**$7,000,000**
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. Stimpson
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William S. Stimpson, Mayor
City of Mobile

G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED / EGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DON Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;** and
e. Planning assistance and the administrative costs.

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the **Mobile Riverfront, can now be realized with the** allocation of GOMESA **funding for 2022.** This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development **(Northern Riverfront Plaza).**

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

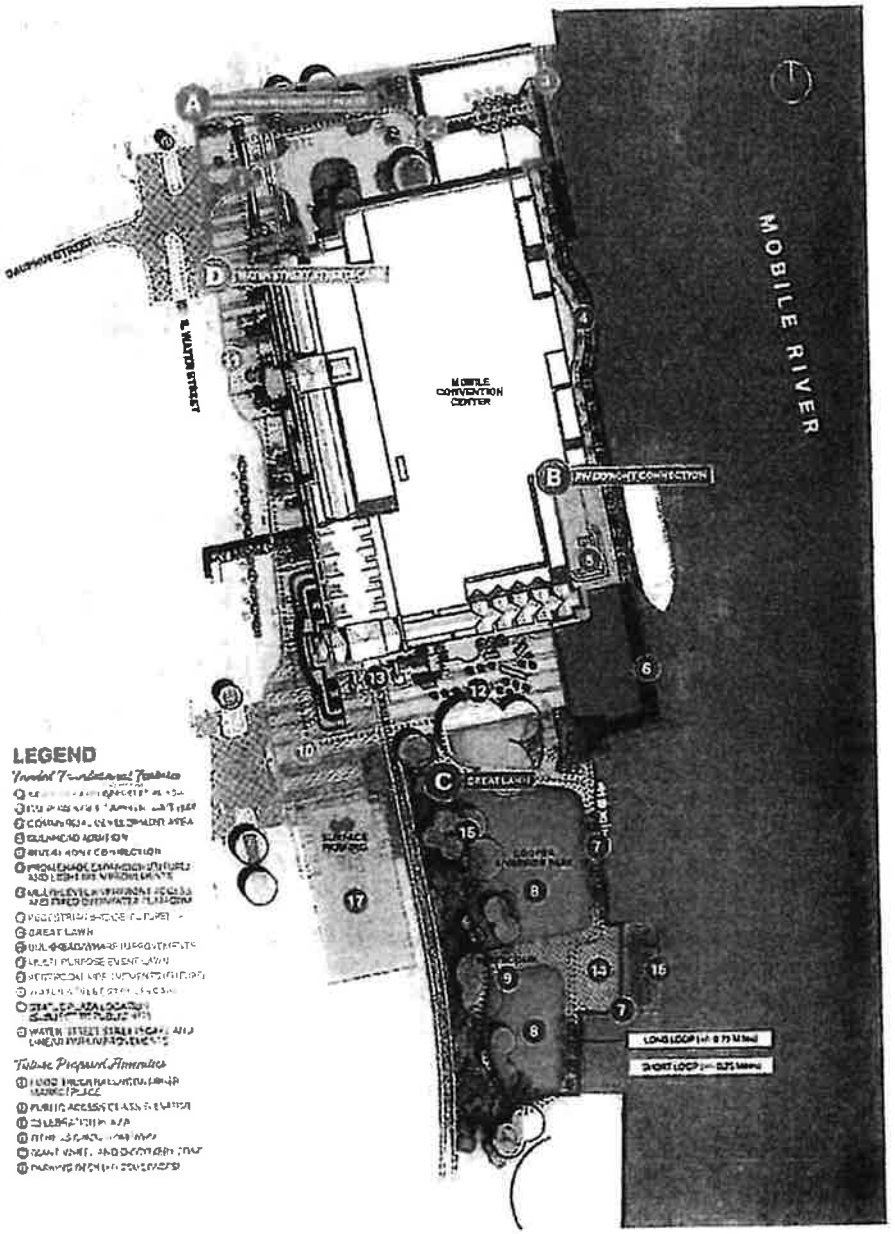


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	$7,000,000
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

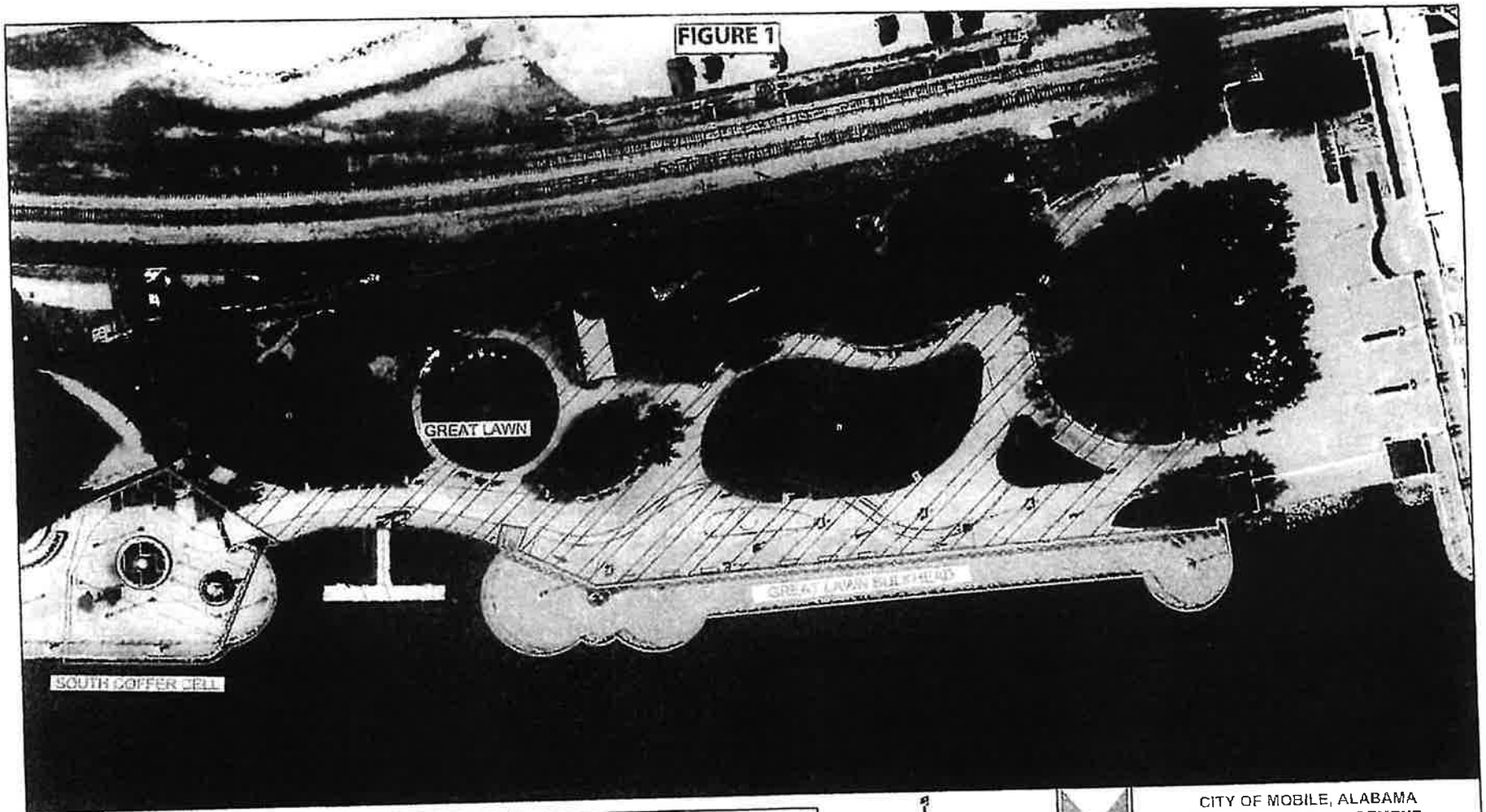
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS:

Page 5 of 6

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 5,664,790.14

SOUTH COFFER CELL : $ 1,827,962.53

GREAT LAWN : $ 3,272,105.00

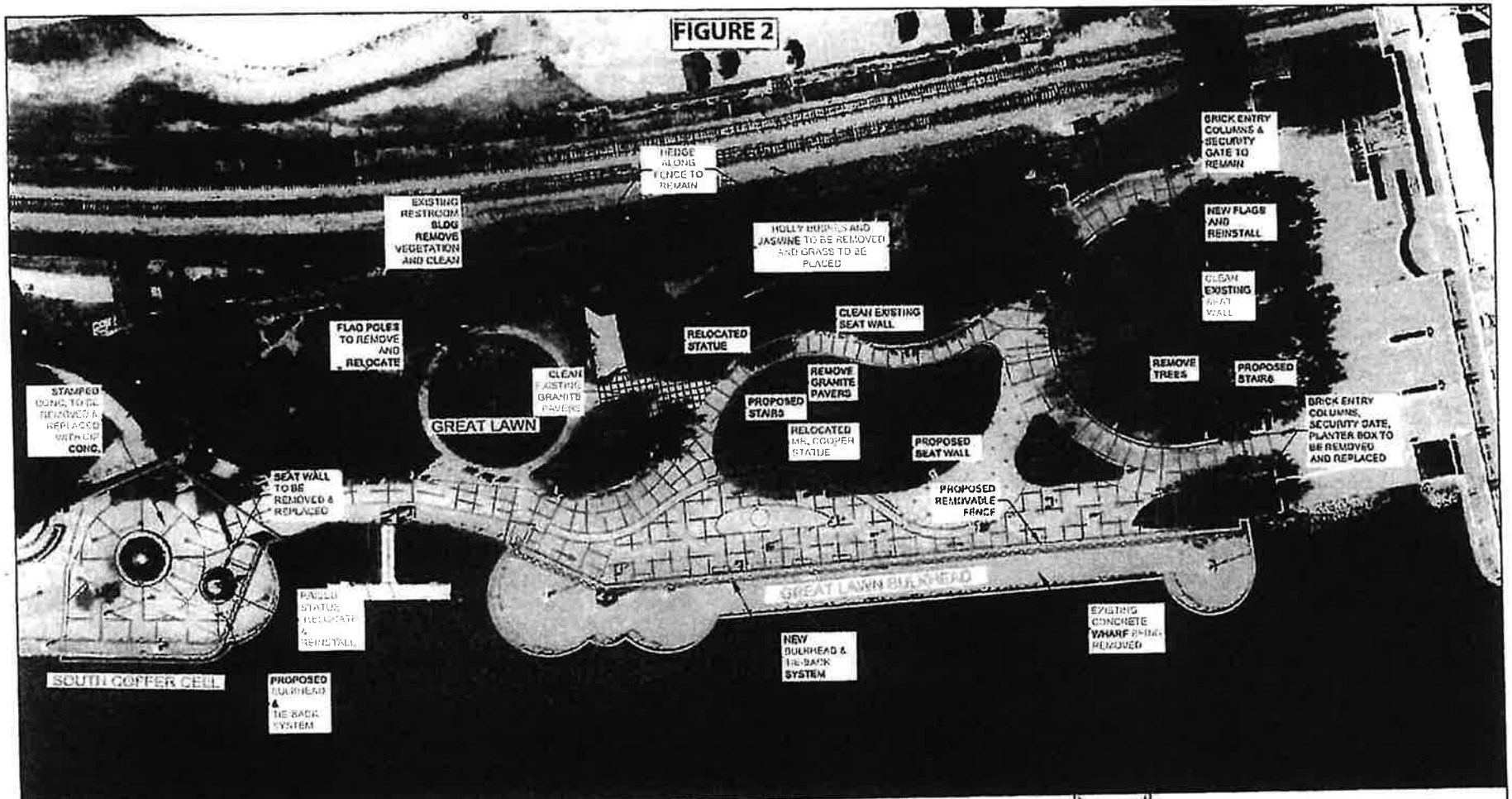
0 25 50 100 Feet

1:576

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024



NOTES / COMMENTS

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 6,504,790.14

SOUTH COFFER CELL : $ 1,827,[illegible]

GREAT LAWN : $ 2,272,105.00

0 25 50 100 Feet

1:570

MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN | SHEET 2 OF 2 | 09-27-2024

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31-272 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: MAR 29 2022

City Clerk

ATTACHMENT "J"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPEII/24/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective December 2, 2024, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

   7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($4,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

2. Paragraph 25 of the Original Agreement shall be deleted and replaced with the following:

   25. **NON-APPROPRIATION AND PRORATION:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the AGREEMENT shall be cancelled, and, to the extent permissible by law, the GRANTEE shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the AGREEMENT. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

   In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the GRANTEE shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the AGREEMENT. In all circumstances, it is agreed that the terms and commitments of

this AGREEMENT shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

3. Exhibit A of the Original Agreement shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as "Exhibit No. 2".

4. All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 6-17-25

APPROVED BY LEGAL

City of Mobile

William S. Stimpson, Mayor

Reviewed By Accounting

DCNR Accounting Director

Exhibit No. 1

GOMESA GRANT AGREEMENT

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPEII/24/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

    a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
    b. Mitigation of damage to fish, wildlife, or natural resources;
    c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
    d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
    e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

11. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 12-2-24

GRANTEE:

William S. Stimpson
2024.11.20 08:44:05 -05'00'

Signature

Printed Name

Title

Reviewed By Accounting

ADCNR Accounting Director

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. Mitigation of damage to fish, wildlife, or natural resources;
c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffer Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffer Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area: and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	$2,278,667
	Total GOMESA Funding Not to Exceed	$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

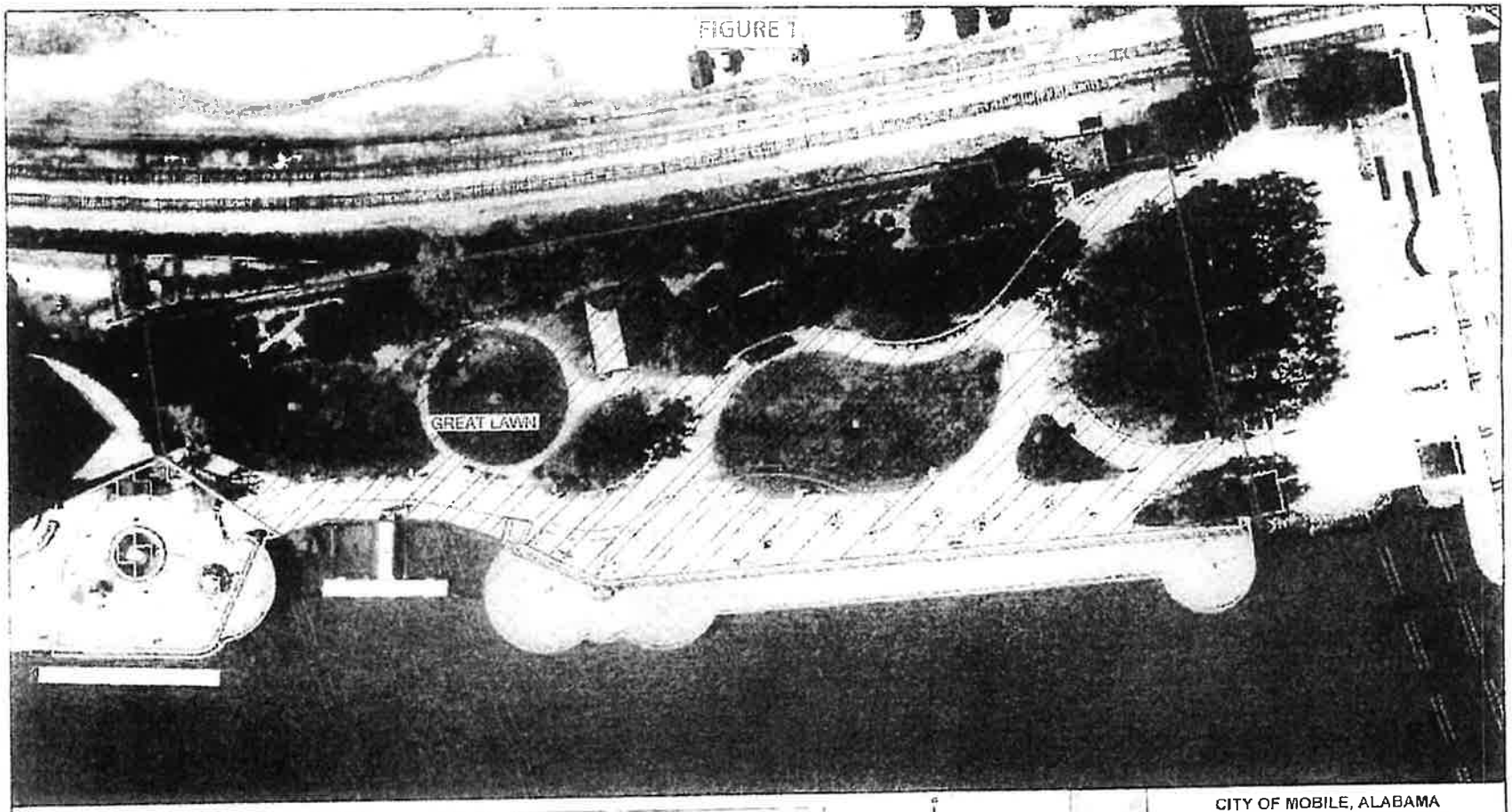
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

William S. Stimpson
2024.11.20 08:47:29
-06'00'

William S. Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 15 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,864,796.14

SOUTH COFFER CELL $ 1,827,362.50

GREAT LAWN $ 2,272,105.00

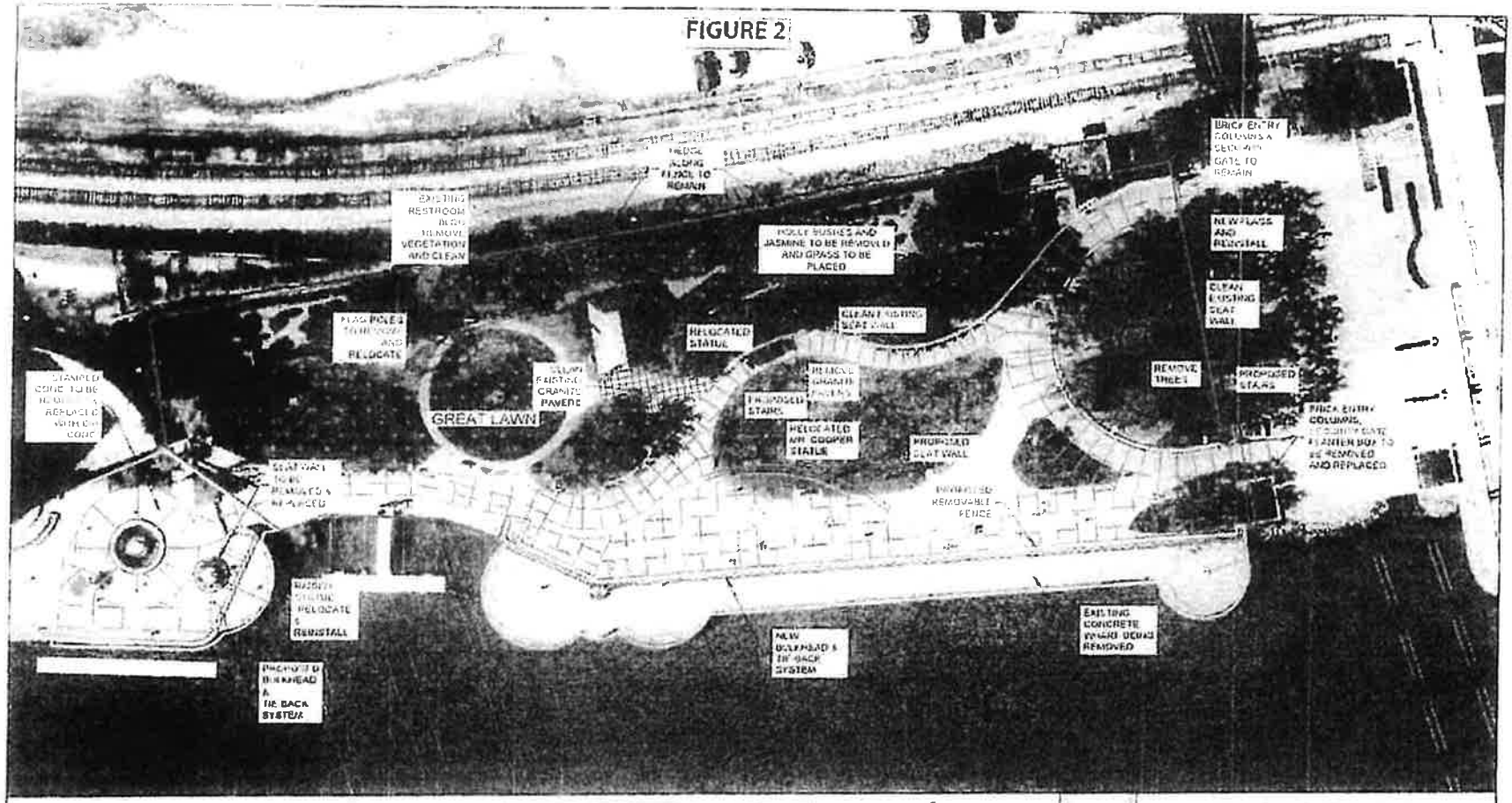
0 50 100 Feet

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

FIGURE 2



NOTES / COMMENTS

G-CMRPE/II/24/CM
Page 16 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,004,798.14

SOUTH COPPER CELL $ 1,927,362.93

GREAT LAWN $ 2,273,109.00

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

01-1011 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lana Pafenbach

City Clerk

Amended and Restated
EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of America. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

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Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	**$1,745,000**
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	**$2,278,667**
	Total GOMESA Funding Not to Exceed	**$4,023,667**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. Stimpson, Mayor
City of Mobile

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: ONE (1)

PROJECT NO: PR-029-22

DATE: February 4, 2026

TO CONTRACTOR: PL Russell, LLC.

CONTRACT DATE: November 24, 2025

ADDRESS: 251 Saint Anthony St.,
Mobile, AL 36603

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to $2,879,719.68.
2. Complete the change in scope as referenced in the attachments.
3. No change to the contract completion date.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$0
Contract Sum prior to Change Order No.1	$2,759,500.00
Contract Sum will be INCREASED by Change Order No.1 in the amount of	$120,219.68
New Contract Sum including this Change Order will be	$2,879,719.68

The Contract Sum as of this Change Order No.1 therefore is $2,879,719.68.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

2/11/2026

Date

Digitally signed by Spiro N. Cheriogotis
Date: 2026.03.11 09:25:26 -05'00'

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	ONE (1)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number one (1) to contract with PL Russell, LLC. dated February 3, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	02/03/20256
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 1 - Justification
M&N Job No.:	10961-04/05/06

1 Background

The Great Lawn Upgrades package was originally scoped and bid separately with limited available funding and with the understanding that major bulkhead/SCC construction was delivered under a separate contract. To preserve budget and maintain a path to reopening the park, the City's direction during design and bidding was to prioritize essential repairs and to salvage/repurpose serviceable park elements (paving, fencing, benches, light poles, trash receptacles, etc.) where feasible. As construction progressed and stakeholder preferences were refined, and as the bulkhead/SCC work required access and staging through portions of the park, select areas that were previously outside the park package limits now warrant restoration or upgrades to meet overall functionality and aesthetic expectations for the Cooper Waterfront Park.

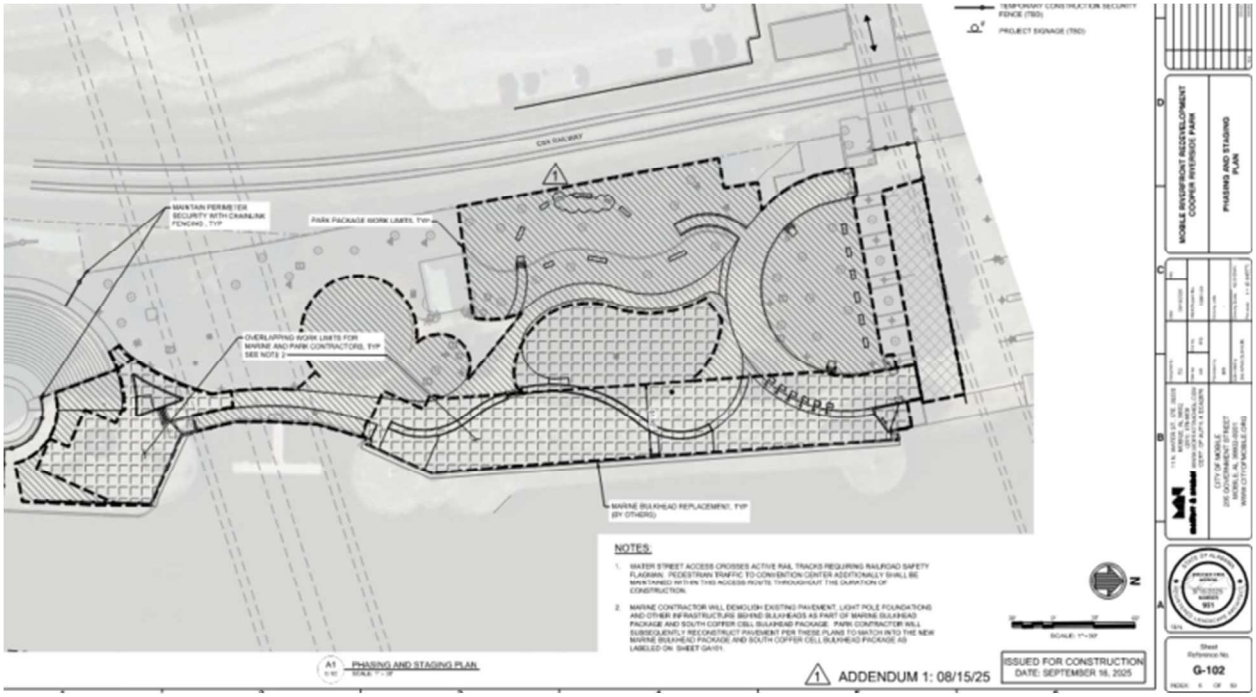


Figure 1: Plan – As bid limits of park upgrades

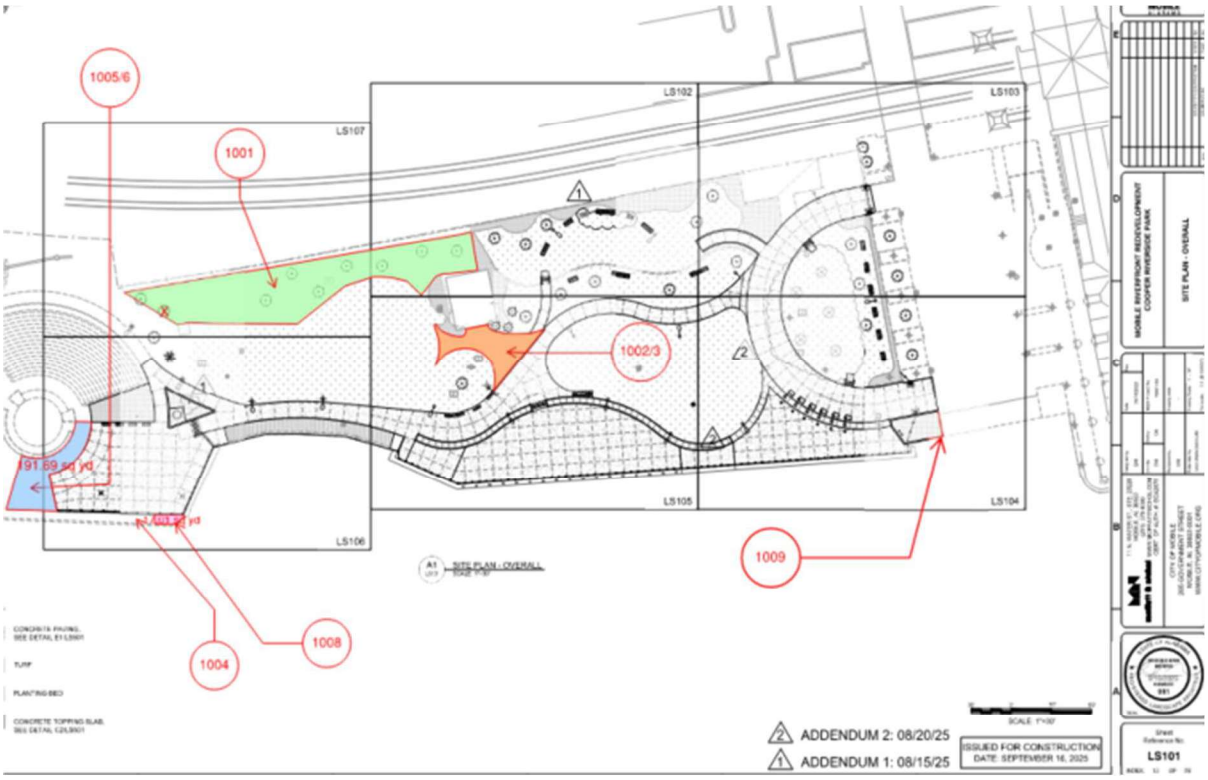


Figure 2: Proposed changes in this change order No.1

1001 – Out-of-scope area restoration/upgrade

This area was intentionally excluded from the Great Lawn Upgrades bid package and remained unaffected by the park improvements scope. The exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the highest-priority work needed to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

1002 – Restoration/upgrade of area impacted by bulkhead/SCC access and construction

Similar to Item 1001, this area was originally planned to remain largely in place (reuse/repurpose existing site features) to preserve funding for critical bulkhead repairs and reopening efforts. During execution of the separate bulkhead/SCC work, the contractor's only viable access required temporary haul routes and heavy equipment traffic through this portion of the park. As a result, select pavers cracked and the area no longer presents a consistent finished condition relative to the newly improved waterfront. The City has directed replacement with concrete paving to provide a cleaner, more uniform appearance, reduce future maintenance associated with pavers, and better match the updated park character.

1003 – Associated demolition work (related to 1002)

This work is a necessary enabling component to implement Item 1002, including removal of affected materials and preparation for the revised restoration approach. It is directly tied to the revised paving strategy and is required to achieve a complete, constructible repair.

1004 – Targeted restoration near SCC repair zone

This section has already been disturbed due to known construction activities and proximity to SCC-related work. At the City's direction, Moffatt & Nichol concurs that completing this repair now is the most practical approach because the contractor is mobilized, access is available, and the pricing is reasonable relative to remobilization later. This change is intended to restore continuity and provide a clean transition adjacent to the active marine repair limits.

1005 – Stakeholder-requested paving aesthetic modification (remove brick banding and match new concrete)

During design, Moffatt & Nichol worked to limit removal of otherwise serviceable concrete to avoid unnecessary cost. The original approach anticipated sawcutting and local replacement where required for the new SCC bulkhead and tieback system. However, the existing pavement includes brick inlay/banding used as visual accents. Stakeholders have requested eliminating these brick bands and repaving to match the newer concrete paving, creating a more consistent and "clean" finished appearance across the waterfront hardscape. This change aligns the final park aesthetic with stakeholder goals and avoids a patchwork look between new and existing surfaces.

1006 – Sawcut/removal of existing concrete paving associated with 1005

This item covers the necessary sawcutting and removal limits needed to implement the revised paving approach under Item 1005. It is an enabling scope item required for constructability and proper tie-in to adjacent new work.

1007 – Light Changes

This change is client-directed to standardize the lighting: LP1-12 and LP1-13 will match the LP-1 pole and fixture, and the existing pole at the SE end of the project will be replaced with a new pole to match LP-1 (including a new foundation). One pole foundation was also impacted by the pavement scope extension near the amphitheater, which required this update to maintain consistency and coordination with the revised paving limits.

1008 – Museum bulkhead/wharf area paving replacement for uniformity and event-use functionality

Brick pavers removed in this area were already uneven in places and do not align well with the newly constructed SCC bulkhead/waterfront improvements. Given that the City leases and programs this prominent waterfront space for events, replacing remaining mismatched/uneven brick pavers with new concrete paving provides a smoother, cleaner, and more durable surface. This improves accessibility, reduces trip hazards, and provides a consistent finish in a high-visibility area.

1009 – Northeast planter wall adjustment/repair to address settlement/rotation while minimizing risk near tunnels/outfall

The project originally included partial demolition and reconstruction of the Northeast planter wall to accommodate a widened entrance. During the bulkhead construction, vibration and related ground movement contributed to minor settlement and a slight rotation/shift of the planter wall toward the south (bulkhead side), creating a visible gap and uneven alignment. The north side of this area includes a brick scupper pad located above an outfall near the Bankhead Tunnel, with unknown details regarding any sheet pile support and tieback configuration.

Because of the proximity to critical tunnel/outfall infrastructure and the uncertainty of subsurface support conditions, full replacement of the planter wall would introduce avoidable risk and could trigger extensive marine/structural work well beyond the intent of the park package. The proposed change instead keeps the wall in place and implements a least-invasive stabilization/repair approach: closing the visible gap created by the shift and raising/adjusting the northeast portion to restore alignment and appearance. This

approach leverages the existing concrete spread footing support, minimizes disturbance, and provides a practical, cost-effective repair that restores function and aesthetics without initiating a larger and higher-risk scope near critical infrastructure.

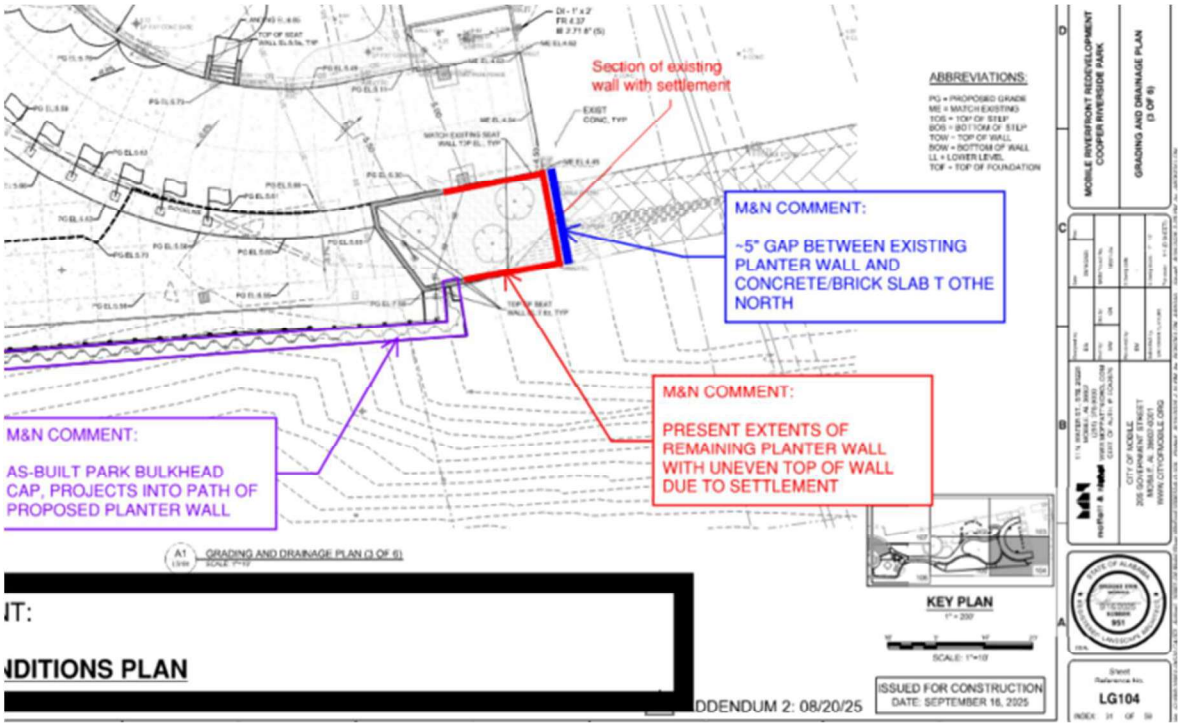


Figure 1: Preset extents of remaining planter wall due to settlement

For the Northeast planter wall, the repair approach is intentionally limited and least-invasive due to the wall's proximity to the outfall and the Bankhead Tunnel and the uncertainty of the existing support/tieback configuration in this area. Rather than remove and fully reconstruct the wall (which could introduce unnecessary risk and expanded marine/structural work), the proposed scope restores alignment and appearance by constructing the new level-top planter wall segments and tying them into adjacent existing walls per Detail C5/LS506. Where the new planter wall intersects the park bulkhead cap, reinforcing will be post-installed into the existing cap/footing using epoxy anchors (#8 reinforcing with 6-inch embedment and 3-inch cover), and final alignment will be field-coordinated to account for any existing bulkhead cap projections. This solution closes the gap created by settlement/rotation, provides a clean and continuous

finished condition at a high-visibility entrance, and accomplishes the repair without disturbing the existing spread-footing-supported wall system more than necessary.

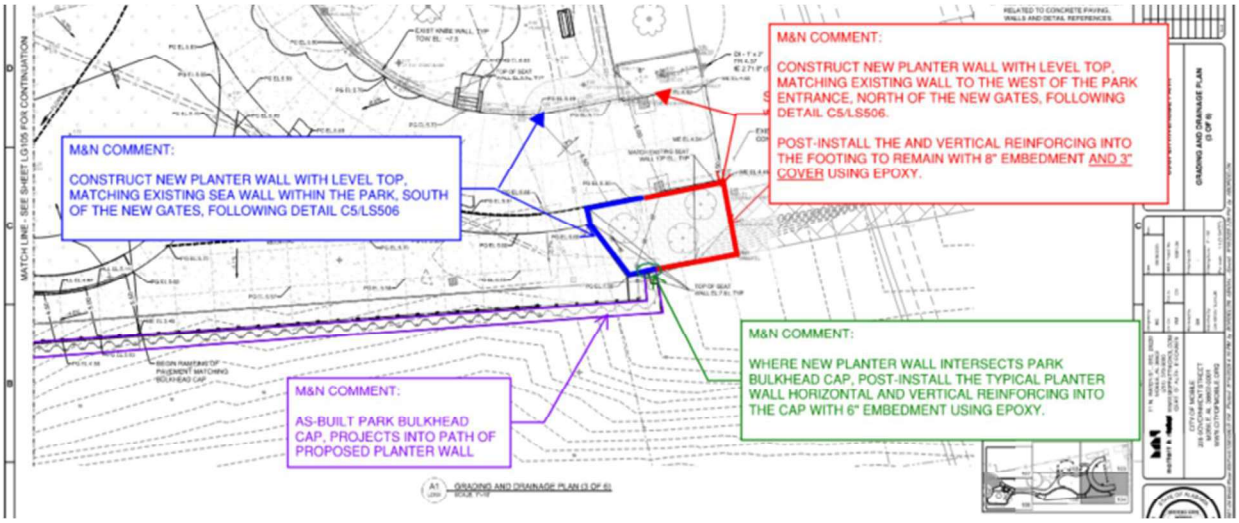


Figure 2: Elevation - Mudline Conditions Waterside of New Bulkhead

These photos show that the waterside planter bank/slope is supported by riprap revetment, and they also document the planter wall's lateral shift/rotation that has opened a 5" gap between the wall and the adjacent brick/scupper pad.



Photo 1 Waterside planter bank/slope supported by riprap revetment



Photo 2 planter wall's lateral shift/rotation

During the South Coffer Cell (SCC) bulkhead construction, the contractor's work required heavy equipment access and staging through the adjacent park hardscape, including areas near the amphitheater. To support bulkhead installation and tieback activities, only limited sawcut and removal of existing pavement was performed at the time; however, repeated construction traffic and temporary access routes affected nearby paver/concrete surfaces beyond the original sawcut limits. As a result, the City has requested restoration and repaving in the impacted areas (including near the amphitheater) to provide a clean, uniform finished condition consistent with the newly improved waterfront.



Image 3: Arial – SCC Bulkhead Construction with Limited Sawcut Limits and Temporary Access Route Through Park



Image 4: This photo shows the pavers near the restrooms were in good condition immediately prior to the start of the SCC construction, before the temporary limestone access road was installed for construction access.

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?
Yes. Multiple areas adjacent to the Great Lawn/SCC improvements were either (a) intentionally excluded from the original bid package due to budget and funding constraints, or (b) were impacted by construction access and field execution of the separate bulkhead/SCC work. In addition, stakeholder- and City-directed aesthetic and functional preferences were confirmed during construction, including removal of brick banding, replacement of pavers with concrete for uniformity, and coordination updates tied to expanded pavement limits near the amphitheater. Minor settlement/rotation at the Northeast planter wall was also observed during bulkhead construction and requires repair while minimizing risk near the Bankhead Tunnel/outfall infrastructure.

2. Does the change order reflect a new or previously unanticipated scope?
Yes. The change order incorporates restoration/upgrades outside the original Great Lawn Upgrades bid limits (Items 1001–1004), revised paving aesthetic direction (Items 1005–1006), lighting standardization and foundation coordination impacted by expanded repavement limits (Item 1007), pavement replacement in the museum/wharf event area for safety and usability (Item 1008), and a least-invasive repair approach for the Northeast planter wall settlement/rotation to avoid higher-risk work near critical tunnel/outfall infrastructure (Item 1009). This scope was not included in the original bid package and was not fully known until construction activities and stakeholder direction progressed.

3. Is the proposed cost reasonable?
Yes. The proposed costs reflect the labor, equipment, materials, demolition/disposal, and restoration required to complete the added work items in a constructible manner while the contractor remains mobilized and site access is available.

4. Does the work fall under contingency coverage?
No. These items represent added scope and restoration/upgrades beyond the original bid package limits, as well as repair work resulting from construction impacts and field-observed conditions. This change order is not intended to be covered under the original contingency.

5. Recommendation

Moffatt & Nichol recommends approval of Change Order No. 1 in the lump sum amount of **$120,219.68** to incorporate Pay Items 1001 through 1009 as described. The added scope is clearly itemized, and the unit prices align with PLR's original bid schedule/pricing, supporting the reasonableness of the proposed costs. The work is necessary to achieve complete, coordinated finished conditions, address areas impacted by bulkhead/SCC construction access, implement the City's requested paving and lighting standardization (including a pole foundation impacted by the amphitheater pavement scope extension), improve uniformity and functionality in the museum/wharf event area, and perform a least-invasive repair to the Northeast planter wall while minimizing risk near tunnel/outfall infrastructure.

CHANGE ORDER

Prepared By PL Russell

CHANGE ORDER NO.: 1

Owner: **City of Mobile**
Engineer: **Moffat & Nichol, Inc**
Contractor: **PL Russell, LLC**
Project: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Contract Name: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Date Issued: February 3, 2026

Owner's Project No.:**PR-029-22**
Engineer's Project No.:
Contractor's Project No.: **25PLR016**
Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of 1,073 sy area to be cleared, sod added with irrigation. Removal and replacement of granite pavers at the restroom due to poor condition. Addition of 192 sy of concrete removal and paving at amphitheater for project uniformity. Requested lighting pole changes. Addition of 17 sy of concrete paving due to removal on prior project. Repair of 12 sy paver section at water box at seawall due to prior subgrade failure. Sawcut, remove and replace 30 lf of Northeast Planter wall due to prior settlement.

Attachments:

Figure 1 and 2

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $2,759,500.00	Original Contract Times: Substantial Completion: 180 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A** $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **N/A**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ $2,759,500.00	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment:
[Increase] Change Order: $ 120,219.68	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment:
Contract Price incorporating this Change Order: $ 2,879,719.68	Contract Times with all approved Change Orders: Substantial Completion: 180 Ready for final payment:

Recommended by Engineer (if required)	Authorized by Owner
By: D. Saintevron	
Title: Project Manager/Sr. Marine Structural Engineer	City of Mobile Project Manager
Date: 02/03/2026	02/04/2026

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

PL RUSSELL

January 29, 2026

Moffatt & Nichol
Sai Duvvuri, PE
601 Poydras Street, Suite 1860
New Orleans, LA 70130

Re: PR-029-22 Mobile Riverfront Redevelopment - Cooper Riverside Project - Change Order 1

Mr. Duvvuri,

PL Russell is submitting Change Order 1 addressing the additional work outlined below.

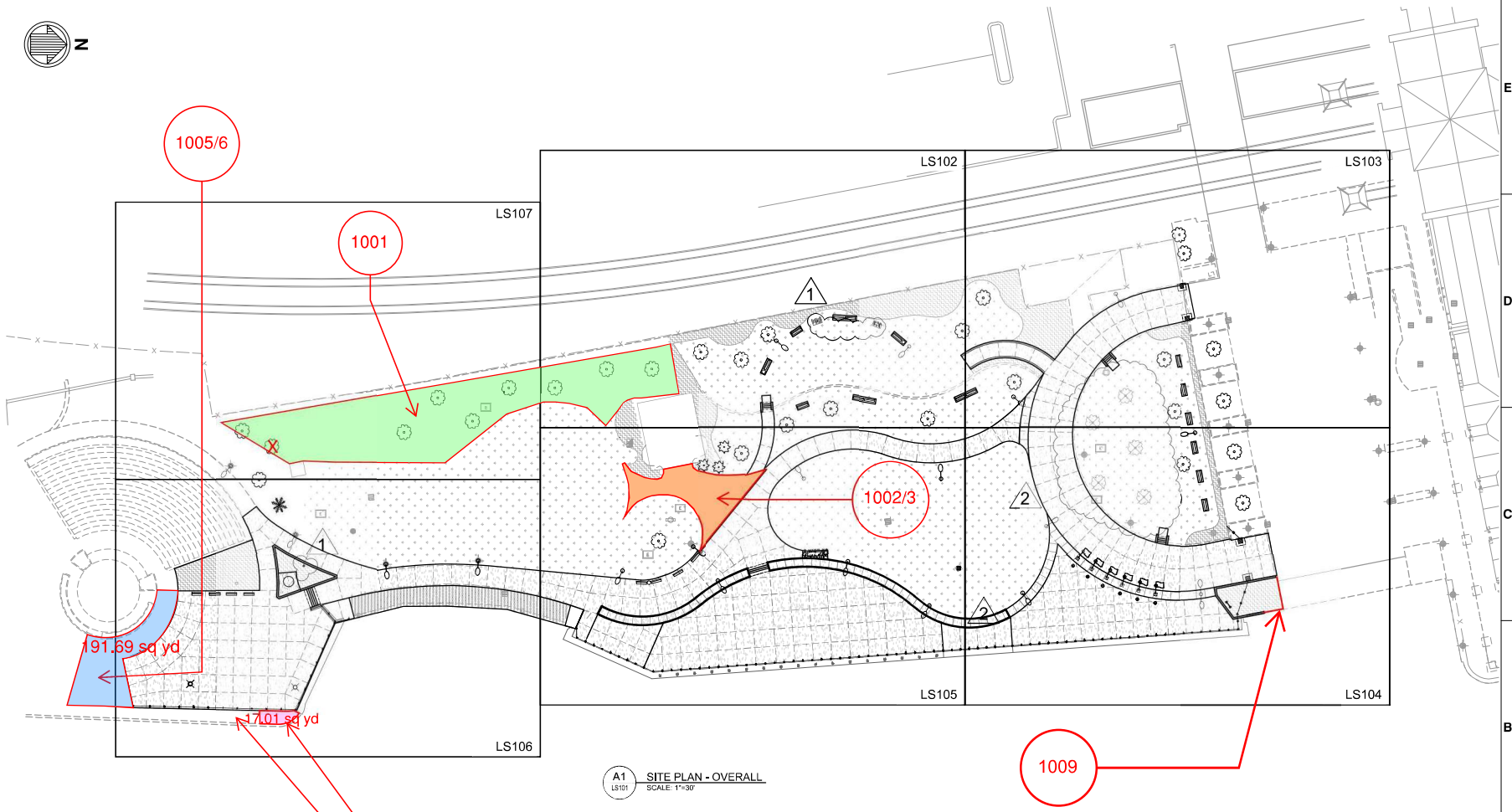
Pay Item	Description	Quantity	Units	Unit Price	Price
1001	Additional Sod, Irrigation and Clearing (1,073 SY)	1	LS	$19,309.00	$19,309.00
1002	Replace Granite with Concrete Paving at Restroom	165	SY	$179.67	$29,645.55
1003	Remove Granite Pavers	165	SY	$7.62	$1,257.30
1004	Repair Paver Section around Water Box at Seawall	12	SY	$67.00	$804.00
1005	Additional Concrete Paving at Amphitheater	192	SY	$179.67	$34,496.64
1006	Sawcut and Remove Concrete Paving	192	SY	$20.90	$4,012.80
1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	1	LS	$14,140.00	$14,140.00
1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	17	SY	$179.67	$3,054.39
1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	30	LF	$450.00	$13,500.00
				Total:	**$120,219.68**

If you have any questions, do not hesitate to contact me.

Sincerely,

Jason Prescott

+ 251-385-6091
info@plrussell.com
www.plrussell.com
251 Saint Anthony Street
Mobile, AL 36603
P.O. Box 1623
Mobile, AL 36633



A1 LS101 SITE PLAN - OVERALL
SCALE: 1"=30'

30' 0' 30' 60'
SCALE: 1"=30'

2 ADDENDUM 2: 08/20/25
1 ADDENDUM 1: 08/15/25

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE ALABAMA

No.	Description	Date	By
1	BOARD FOR CONSTRUCTION	9/16/25	BM
2	BOARD FOR CONSTRUCTION	7/1/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

SITE PLAN - OVERALL

Designed by: BM
Drawn by: BM
Reviewed by: BM
Submitted by: SAMIPAM NUWURI
Date: 09/16/2025
Mott Project No. 10961-04
Drawing code: -
Drawing Scale: 1" = 30'
Plot scale: 1:1 (D SHEET)

mott & nichol
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MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. # EOA0876

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

STATE OF ALABAMA
BROOKE ERIN MORRIS
9/16/2025
NUMBER 951
REGISTERED LANDSCAPE ARCHITECT
SEAL

Sheet Reference No.
LS101
INDEX: 13 OF 59

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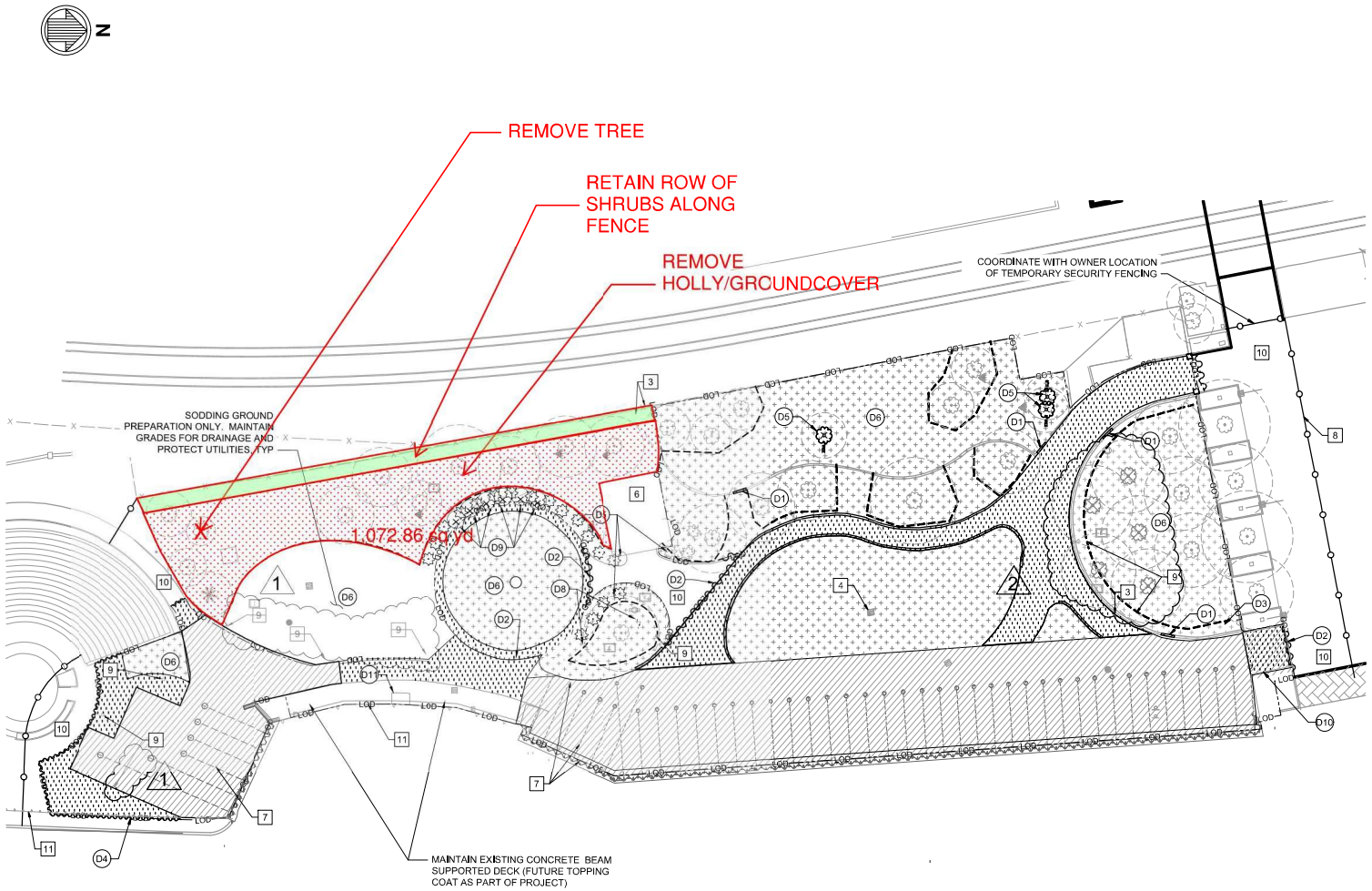

A1 LD-101 LANDSIDE DEMOLITION PLAN
SCALE: 1"=30'

LEGEND:

- REMOVE SOD, GROUNDCOVER, AND SHRUBS
- EXISTING BULKHEAD BACKFILL (BY OTHERS)
- REMOVE EXISTING CONCRETE PAVING (D1 D-501)
- REMOVE UTILITIES
- REMOVE SPECIAL OBJECT
- TREE PROTECTION FENCE, SEE LD101
- TEMPORARY SECURITY FENCING

GENERAL NOTES:

1 REFER TO SITE PLANS FOR LAYOUT WORKING POINTS.

2 REFER TO ELECTRICAL DEMOLITION PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

PLAN NOTES:

1 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING CMU SEAT WALLS, CONCRETE / BRICK COLUMNS, LANDSCAPE PLANTERS, ETC...

2 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING TREES INCLUDING TREE CRITICAL ROOT ZONES. REFER TO LANDSCAPE PLANS FOR TREE PROTECTION REQUIREMENTS.

3 CONTRACTOR SHALL NOTE LOCATION OF KNOWN FIBER OPTIC UTILITY CONDUITS AND/OR DUCT BANK LOCATED ALONG THE PARKS WESTERN PERIMETER FENCING.

4 EXISTING PARK UTILITIES COMPRISED OF WATER SERVICE PIPING, STORM DRAINAGE AND SANITARY SEWER INFRASTRUCTURE. (BY RECORDS)

5 OWNER WILL REMOVE EXISTING LIGHT POLE FIXTURES PRIOR TO DEMOLITION WORK AS SHOWN ON SHEET G-101.

6 EXISTING RESTROOM BUILDING TO REMAIN

7 EXISTING MARINE STRUCTURES INSTALLED BY OTHERS.

8 COORDINATE WITH OWNER - LOCATION OF TEMPORARY SECURITY FENCING

9 EXISTING LIGHT POLE AND FOUNDATION (SEE SHEET ED101 FOR INFORMATION)

10 EXISTING PAVEMENT TO REMAIN

11 EXISTING GUARDRAIL / HAND-RAILING TO REMAIN

DEMOLITION NOTES:

D1 PARTIAL DEMOLITION OF CMU SEAT WALL FOR STEP INSTALLATION, TYP, SEE A1 D-501

D2 SAWCUT FULL DEPTH CONCRETE PAVEMENT, TYP

D3 REMOVE EXISTING LIGHT POLE FOUNDATION, TYP POLE SHALL BE SALVAGED, SEE ED101

D4 SAWCUT STAMPED CONC ALONG EXIST BONDING COURSE EDGE.

D5 REMOVE EXISTING TREE, SEE LD101

D6 CLEAR EXISTING GROUND COVER WITHOUT EXCAVATION. REFER TO LANDSCAPE PLANS.

D7 UTILITY LINES TO BE REMOVED AS REQUIRED FOR WHARF CONSTRUCTION. SEE PLAN NOTE 5.

D8 REMOVE CONCRETE FOUNDATIONS

D9 REMOVE AND DISPOSE OF EXISTING FLAGPOLES IN ACCORDANCE WITH PROJECT REQUIREMENTS

D10 PARTIAL DEMOLITION OF PLANTER WALL

D11 REMOVE GATE AND FENCE WITHOUT DEMOLISHING EXISTING GUARDRAIL

2 ADDENDUM 2: 08/20/25

1 ADDENDUM 1: 08/15/25

30'-0" SCALE: 1"=30'

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE ALABAMA

Mark	Description	Date	By
1	ADDENDUM 1	8/15/25	BM
2	ADDENDUM 2	8/20/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

DEMOLITION PLAN

Designed by: EG | Drawn by: AB | Reviewed by: BM | Submitted by: SAMIPAM NUWURI
Date: 08/15/2025 | MBA Project No.: 10061-04 | Drawing code: - | Drawing Scale: 1" = 40' | File scale: 11 X 17 SHEET

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STATE OF ALABAMA
BROOKE ERIN MORRIS
9/16/2025
NUMBER 951
REGISTERED LANDSCAPE ARCHITECT
SEAL

Sheet Reference No.
D-101
INDEX: 10 OF 59

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PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00
TOTAL CONTRACT INCREASE: $ 120,219.68
NEW CONTRACT AMOUNT
AFTER CHANGE ORDER NO.1: $ 2,879,719.68

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 120,219.68

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.1: $ 2,879,719.68

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**

	Item #	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**
CHANGE ORDER NO.1	1001	Additional Sod, Irrigation and Clearing (1,073 SY)	Lump Sum	1	$ 19,309.00	$ 19,309.00
	1002	Replace Granite with Concrete Paving at Restroom (165 SY)	Square Yards	165	$ 179.67	$ 29,645.55
	1003	Remove Granite Pavers (165 SY)	Square Yards	165	$ 7.62	$ 1,257.30
	1004	Repair Paver Section around Water Box at Seawall (12 SY)	Square Yards	12	$ 67.00	$ 804.00
	1005	Additional Concrete Paving at Amphitheater (192 SY)	Square Yards	192	$ 179.67	$ 34,496.64
	1006	Sawcut and Remove Concrete Paving (192 SY)	Square Yards	192	$ 20.90	$ 4,012.80
	1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	Lump Sum	1	$ 14,140.00	$ 14,140.00
	1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	Square Yards	17	$ 179.67	$ 3,054.39
	1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	Linear Feet	30	$ 450.00	$ 13,500.00
					Change Order No.1 total:	**$ 120,219.68**
					Contract Amount after Change Order:	**$ 2,879,719.68**

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Charles H. Royal for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Charles H Royal II, individually or on behalf of Henry Evan, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:
Charles H Royal II

Mobile Business Address: 2695 Government Blvd Bldg B Mobile, AL 36606

Telephone: [redacted] Trade Name (d/b/a): Henry Evan, LLC

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdat[redacted]

Mobile Residence: [redacted]

Address City State Zip code

Telephone Number: [redacted]

Residing in Mobile County: Years: 16 Months: 3

U.S. Citizenship: Yes X No

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: 2695 Government Blvd Bldg B Mobile AL 36606

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
[redacted]			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☑

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 24 hours

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____ Year: _____ Model: _____

Make: _____ Year: _____ Model: _____

Make: _____ Year: _____ Model: _____

Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Henry Evan, LLC

By: Charles H Royal II

Its CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS

1st **DAY OF** April, 20 26

Notary Public

JAMIE HEBERT
My Commission Expires
March 13, 2029

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Charles Henry Royal II

Nickname(s) or Maiden Name:

Current Addres [redacted]

Previous Addre [redacted]

Personal Description:

Height: 5'11

Weight: 251

Hair Color: Black

Eye Color: Brown

Social Security Number [redacted]

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

4/1/2026

Date signed

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Charles H Royal II

Date of Birth: 04/14/1974 Social Security #: 420-15-7717

Present Address: 8650 Sable Court Semmes, AL 36575

Home Phone Number: 251-767-8725 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Royal Limousine, LLC

Present Position/Title: Owner

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

[signature] 4/1/2026

Signature **Date Signed**



NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Personal Data Report

General Descriptors

Name:	ROYAL, CHARLES HENRY II		
Address:	[redacted]	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	[redacted]
Sex:	M	**Age:**	51
Weight:	250	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	[redacted]	**DL Type:** A	[redacted]
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: Karen Adkins
DATE: 4/1/2026

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: April 28, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims: Joiner

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. Joiner

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Marcia Joiner, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 20, 2026

Lisa Lambert, City Clerk
Mobile Government Plaza
Mobile, Alabama 36644

Re: Certified record - proposed Downtown Development District amendments

Dear Mrs. Lambert,

Attached please find:

1) **Resolution for Call for Public Hearing**. This is intended for the April 28th meeting of the City Council.

   a) The Public Hearing date is proposed for June 2, 2026.

2) **Legal and Display Advertisement.** This document is for three (3) Legal ads and one (1) quarter-page size Display ad. The Legal ad must run for three consecutive weeks, while the Display ad must run once during the three-week period:

   a) May 6 - Legal
   b) May 13 – Legal and Display
   c) May 20 - Legal

3) **Ordinance.** This is the 32-page ordinance for the City Clerk's signature with the proposed amendments to the January 20, 2026 City Council-adopted Downtown Development District regulations [*ordinance 64-058-2025*].

   a) Please note on the last page that the effective date is July 20, 2026, which coincides with the effective date of the January 20, 2026 amendments.

To support the City Council's consideration of the amendments, I hereby certify that the record of the proceedings for the adoption of the proposed amendments to **Appendix A, Downtown Development District, of the City of Mobile Unified Development Code** [commonly referred to as *the Downtown Development District (DDD) amendments*] by the Mobile City Planning Commission consists of the following:

A. Call for Public Hearing. On March 19, 2026, the Mobile City Planning Commission called for the public hearing regarding the proposed Downtown Development District amendments at their meeting. A copy of the agenda with the call for public hearing is attached (*item "A" attachment*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/2buRd8hPS_A?si=gNN3th1lb9E5f29t&t=2724

B. Legal Advertisement. The public hearing with the Mobile City Planning Commission was advertised in compliance with Alabama Code section 11-52-77(2). Proof of publication and copies of the quarter-page display ad and legal ads are attached (*item "B" attachments 1-5*).

C. Proposed Amendments. The proposed Downtown Development District amendments as advertised and discussed at the Mobile City Planning Commission's April 16, 2026 meeting (*item "C" attachment*).

D. Proposed Amendments – Redline. A "redline" version of the January 20, 2026 version adopted by the City Council (*ordinance 64-058-2025*) with the proposed amendments (*item "D" attachment*).

E. Public Hearing and Recommendation. On April 16, 2026, the Mobile City Planning Commission held a public hearing on the proposed Downtown Development District amendments. No comments were received prior to the meeting and no one spoke for or against the amendments at the meeting. The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council.

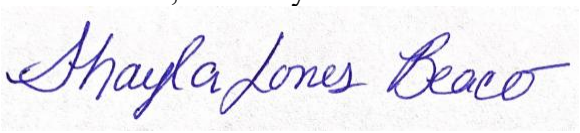
a) A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item "E" attachments*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/II-SW5Rz0FU?si=sc_NqAGhdZ6hBTRc&t=2769

F. Document. One (1) hardcopy delivered by hand of the entire Downtown Development District regulations with the amendments approved by the Planning Commission at their April 16, 2026 meeting (*item "F" attachment*).

If you have any questions, please contact the Planning staff for additional information.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary



By: _____
Shayla J. Beaco
Chief, Building & Planning

SJB:bh
Attachments

Attachment

1

41-_____ **2026**

Sponsored by: Mayor Spiro N. Cheriogotis

RESOLUTION CALLING FOR PUBLIC HEARING

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____
City Clerk

Attachment

2

Publication notes:
Legal Ad: May 6, May 13 and May 20, 2026.
Display Ad, minimum quarter page: May 13, 2026.

NOTICE OF PUBLIC HEARING TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, June 2, 2026**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to Code of Alabama § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, adopted July 12, 2022 by the City Council. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Wednesday, May 27, 2026**.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at:
https://mapformobile.org/udc/

A copy of the proposed amendments is available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attachment

3

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the **Downtown Development District** regulations set forth in **Appendix A** of the **Unified Development Code, Chapter 64**, adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), as amended be, and the same hereby is, amended as follows:

SECTION ONE:

A. Section 1. General Provisions, paragraph **D.2.** is hereby amended so that it now reads in its entirety as follows:

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in *Section 9.B, Definitions*, and definitions in the UDC. The definitions in *Section 9.B* shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

B. Section 2. Administrative Procedures, paragraph **B.1.(c)(1)** is hereby amended so that it now reads in its entirety as follows:

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, *including any administrative deviations approved in accordance with subsection (d) below*.

C. Section 2. Administrative Procedures, paragraph **B.1.(c)(3)** is hereby amended so that it now reads in its entirety as follows:

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with *Section 2.B.6, Variance*.

D. Section 2. Administrative Procedures, paragraph **B.1.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Administrative Deviations

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

E. Section 2. Administrative Procedures, paragraph **B.1.(e)** is hereby amended so that it now reads in its entirety as follows:

(e) Architectural Review Board Review and Decision (Optional)

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

F. Section 2. Administrative Procedures, paragraph **B.1.(f)** is hereby added so that it now reads in its entirety as follows:

(f) Re-Review Following Permitting

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

G. Section 3. Zoning Sub-Districts, paragraph **A.1.** is hereby amended so that it now reads in its entirety as follows:

1. The zoning sub-districts in *Table 3.1:* Zoning Sub-Districts Established are hereby established:

H. Section 3. Zoning Sub-Districts, paragraph **A.1.**, **Table 64-15-3.1** is hereby renamed and amended so that it now reads in its entirety as follows:

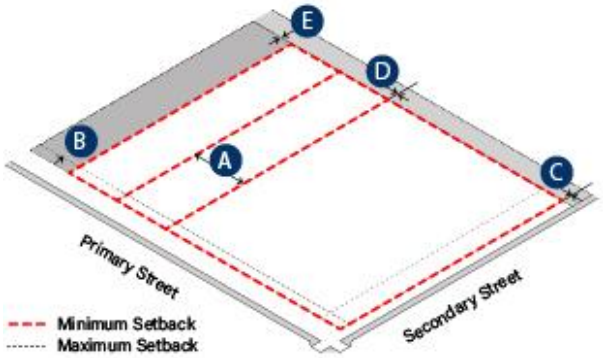
***Table 3.1:* Zoning Sub-Districts Established**	
District	**Name**
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	*SD: Special District*

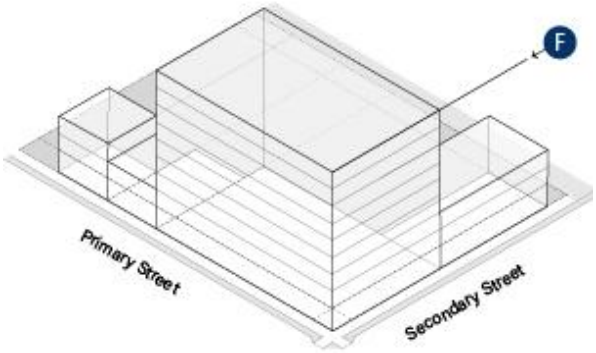
I. Section 3. Zoning Sub-Districts, paragraph **A** is hereby amended to add a new subsection **5** so that it now reads in its entirety as follows:

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

J. Section 3. Zoning Sub-Districts, paragraph **B.2.(e)**, **Table 3.2** is hereby amended so that it now reads in its entirety as follows:

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		*80 feet [4]*
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

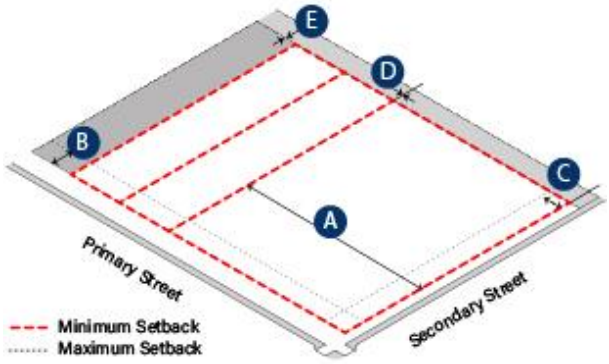
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

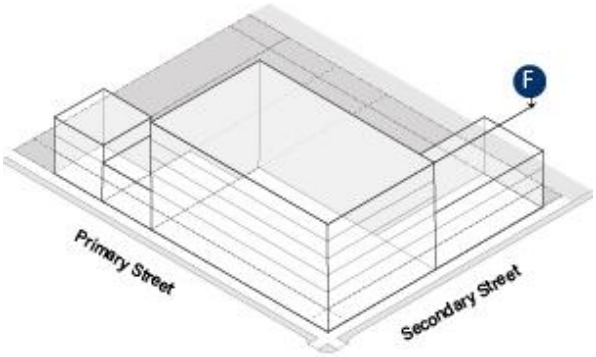
[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

K. Section 3. Zoning Sub-Districts, paragraph **B.3.(f) Additional Standards** is deleted in its entirety.

L. Section 3. Zoning Sub-Districts, paragraph **B.3.(e)**, **Table 3.3** is hereby amended so that it now reads in its entirety as follows:

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. *See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.*

[3] The setback may match the setback of an adjacent building along the same street frontage, and the *maximum primary frontage* setback may be extended an additional 12 feet along Government St.

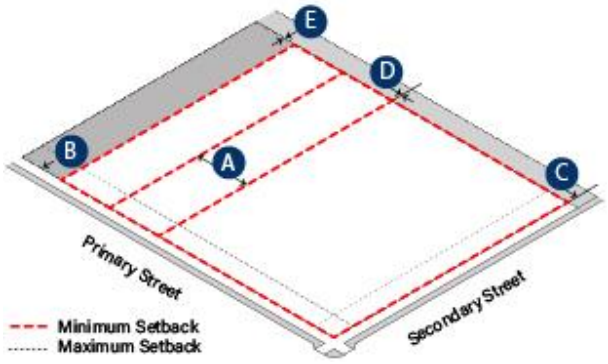
M. Section 3. Zoning Sub-Districts, paragraph **B.4.(a)** is hereby amended so that it now reads in its entirety as follows:

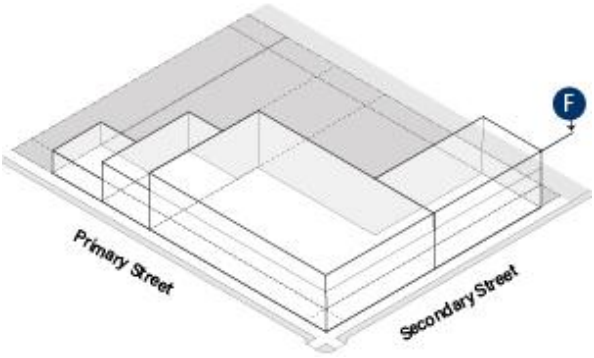
(a) Generally

The T-5.*1* sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

N. Section 3. Zoning Sub-Districts, paragraph **B.4.(e)**, **Table 3.4** is hereby amended so that it now reads in its entirety as follows:

Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet *[3]*
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

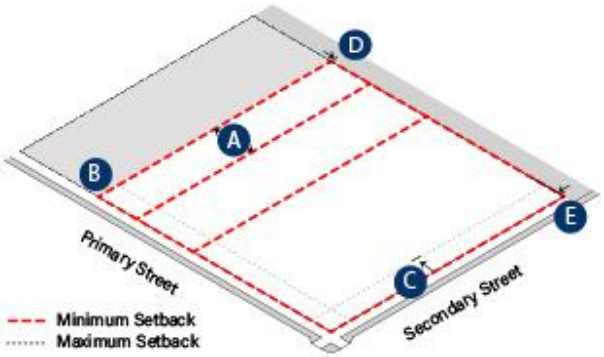
[1] The maximum height of outbuildings shall not exceed the height of the principal building.

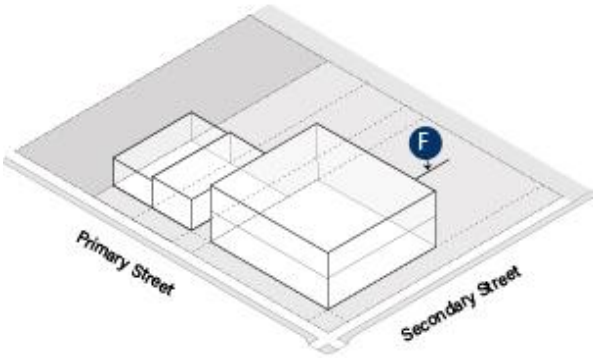
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

O. Section 3. Zoning Sub-Districts, paragraph **B.5.(e)**, **Table 3.5** is hereby amended so that it now reads in its entirety as follows:

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

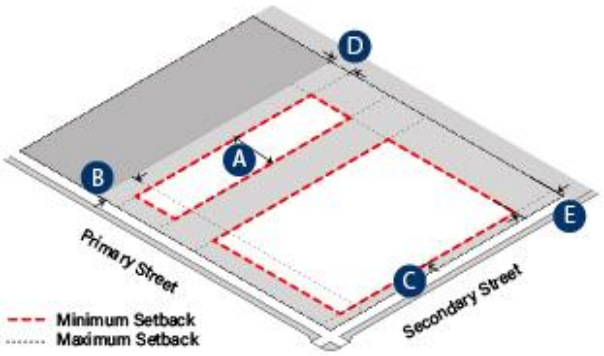
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

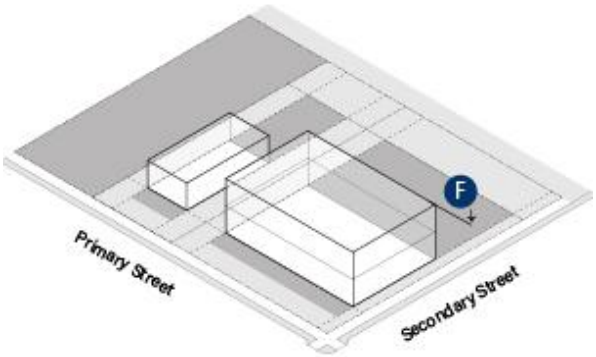
[1] The maximum height of outbuildings *is two stories*.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

P. Section 3. Zoning Sub-Districts, paragraph **B.6.(e)**, **Table 3.6** is hereby amended so that it now reads in its entirety as follows:

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

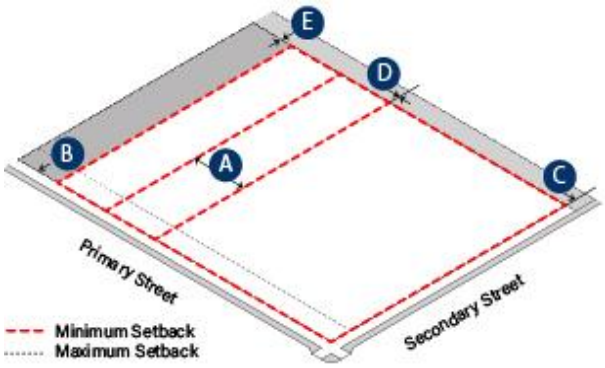
[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

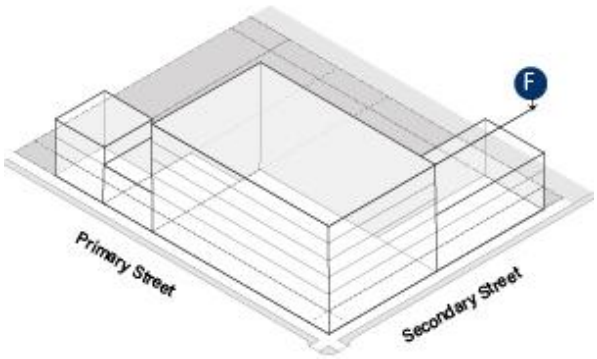
[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

Q. Section 3. Zoning Sub-Districts, paragraph **C.3.(e)**, **Table 3.9** is hereby amended so that it now reads in its entirety as follows:

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet *[2]*

Frontage Types	**● = Permitted**	
Lawn	●	
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery		
Shopfront	●	
Transparency	*Minimum Required Transparency*	*Location*
All building facades facing the street [3]	*20%*	*Per floor*

[1] The maximum setback may extend an additional 12 feet along Government St.

[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

R. Section 5. Development Standards, paragraph **A.2.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

S. Section 5. Development Standards, paragraph **A.2.(e)** is hereby added so that it now reads in its entirety as follows:

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

T. Section 5. Development Standards, paragraph **A.3.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Off-street parking shall *only* be accessed from a secondary frontage, *or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.*

U. Section 5. Development Standards, paragraph **A.3.(d)** is hereby amended so that it now reads in its entirety as follows:

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

V. Section 5. Development Standards, paragraph **A.3.(d)**, **Table 5.2** is hereby amended so that it now reads in its entirety as follows:

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts *Per Frontage*
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

W. Section 5. Development Standards, paragraph **A.4.** is hereby amended so that it now reads in its entirety as follows:

4. Off-Street Loading *Docks* and Service Areas

Off-street loading *docks* and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

(a) In secondary frontages, towards the rear of the property; or

(b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

X. Section 5. Development Standards, paragraph **B.1.(a)** is hereby amended so that it now reads in its entirety as follows:

(a) Perimeter Masking

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or
2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

Y. Section 5. Development Standards, paragraph **B.2.(c)** is hereby added so that it now reads in its entirety as follows:

(c) Rooftop Equipment

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

Z. Section 5. Development Standards, paragraph **C.2.(a)(1)** is hereby amended so that it now reads in its entirety as follows:

(1) Fences shall be made of wood picket, wood slat, *or* wood lattice, *or a wrought iron style made of* iron, steel, or aluminum.

AA. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended so that it now reads in its entirety as follows:

5. Permitted Signs

   Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. *See also Figure 5.1: Sign Standard Illustration.*

BB. Section 5. Development Standards, paragraph **D.5.**, **Table 5.4** is hereby amended so that it now reads in its entirety as follows:

Table 5.4: Permitted Signs			
Sign Type	**Number**	**Area, Maximum**	**Copy**
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per *building*	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	*SD-WH, Municipal, and Open: 8 square feet* T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

CC. **Section 5. Development Standards**, paragraph **D.5.** is hereby amended with the addition of the graphic of ***Figure 5.1: Sign Standard Illustration*** so that it now reads in its entirety as follows:

Figure 5.1: Sign Standard Illustration



DD. **Section 6. Frontage Standards**, paragraph **B.3.** is hereby amended so that it now reads in its entirety as follows:

3. If buildings have multiple frontage*s* or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

EE. **Section 6. Frontage Standards**, paragraph **B.**, **Table 6.2** is hereby amended so that it now reads in its entirety as follows:

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			●	●	●	●	●
Terrace		●	●	●	●	●	●
Stoop	●	●	●		●	●	●
Common Entry		●	●		●	●	●
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

FF. **Section 6. Frontage Standards**, paragraph **E.2.(c)**, **Table 6.5** is hereby amended so that it now reads in its entirety as follows:

Table 6.5: Additions to Existing Buildings in T-5 Sub-District	
Standard	**Value**
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, *except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively*
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

GG. **Section 6. Frontage Standards**, paragraph **E.2.(d)**, **Table 6.6** is hereby amended so that it now reads in its entirety as follows:

Table 6.6: Additions to Existing Buildings in T-6 Sub-District	
Standard	**Value**
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

HH. **Section 6. Frontage Standards**, paragraph **E.2.(e)**, **Table 6.7** is hereby amended so that it now reads in its entirety as follows:

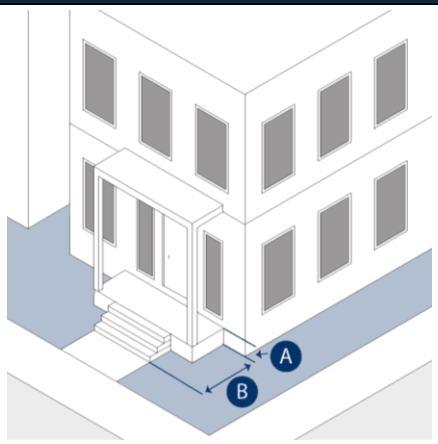
Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts	
Standard	**Value**
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	*Permitted*

II. **Section 6. Frontage Standards**, paragraph **E.2.(f)**, **Table 6.8** is hereby amended so that it now reads in its entirety as follows:

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District	
Standard	**Value**
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard *(primary entry only)*	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

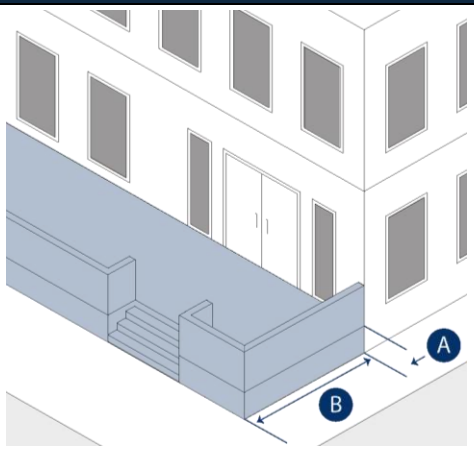
JJ. Section 6. Frontage Standards, paragraph **F.2.**, **Table 6.9** is hereby amended so that it now reads in its entirety as follows:

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences *and Walls*									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	*Fences: wood* picket, wood slat, wood lattice, *or wrought iron style made of iron*, steel *or aluminum*. *Walls:* brick, stone *or* stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	*One per frontage, max width 5 ft*
						●	●		*Unlimited number and width*
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

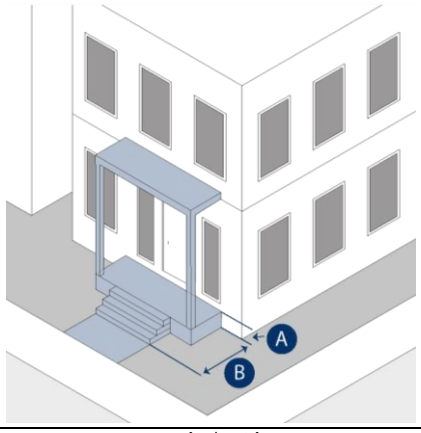
KK. Section 6. Frontage Standards, paragraph **G.2.**, **Table 6.10** is hereby amended so that it now reads in its entirety as follows:

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: *Wrought iron style made of iron*, steel or aluminum. Walls: *b*rick, stone or stucco *over masonry*
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span — Ground floor			●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
Primary frontage, span — Other floors			●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways				●					One per secondary entrance, max width 5 ft
Building foundations			●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

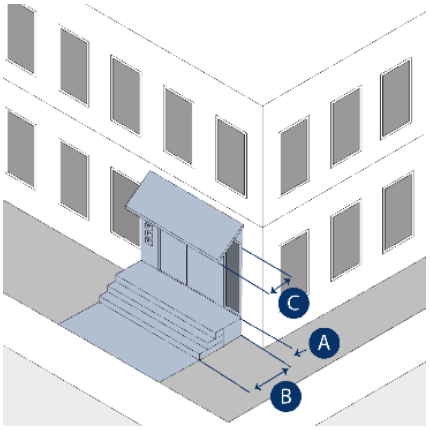
LL. Section 6. Frontage Standards, paragraph **H.2.**, **Table 6.11** is hereby amended so that it now reads in its entirety as follows:

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided *at the primary entrance. Stoops at secondary entrances may be provided*
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

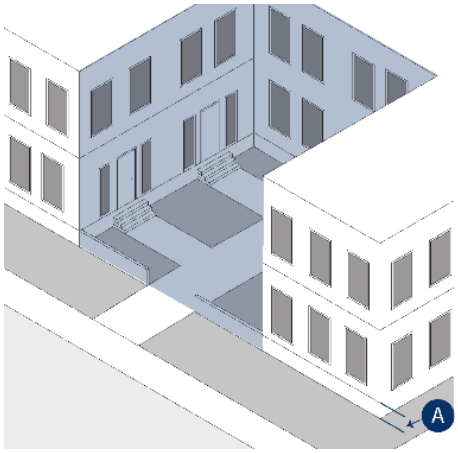
MM. Section 6. Frontage Standards, paragraph **I.2.**, **Table 6.12** is hereby amended so that it now reads in its entirety as follows:

Table 6.12: Common Entry Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		Ⓐ		●	●				●	n/a | *30* in (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Encroachment depth (max)										
Stairs		Ⓑ		●	●		●	●	●	May encroach up to property line
Fences and Walls										
General Standards					●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings										
Material and Type				●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor			●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection		Ⓒ		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance				●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways					●					One permitted per entrance, with a maximum width of 5 ft
Frontage										
Surfacing				●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

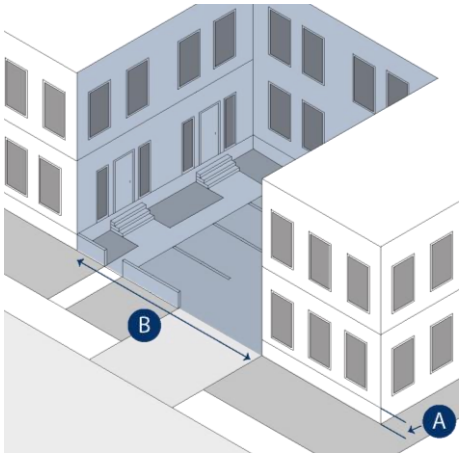
NN. Section 6. Frontage Standards, paragraph **J.2.**, **Table 6.13** is hereby amended so that it now reads in its entirety as follows:

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features			Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
										
Finished floor elevation, first floor (min | max)		A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages			●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback			●	●			●	●	●	Set back at least 2 ft from curb
Clearance			●	●			●	●	●	Min 8 ft over sidewalk

OO. Section 6. Frontage Standards, paragraph **K.2.**, **Table 6.14** is hereby amended so that it now reads in its entirety as follows:

Table 6.14: Vehciular Forecourt Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)		Ⓐ	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●				●	●	●	Principal entrance
Area, max			●				●	●	●	1,600 sq ft
Width, max		Ⓑ	●				●	●	●	50% of width of facade
Design			●				●	●	●	Bound by building facades on at least two sides
Surfacing			●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out										The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and type	Awning		●				●	●	●	Fabric, fixed or movable
	Canopy									Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection			●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft *Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.*
Awnings, secondary frontages			●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●				●	●	●	Set back at least 2 ft from curb
Clearance			●				●	●	●	Min 8 ft over sidewalk

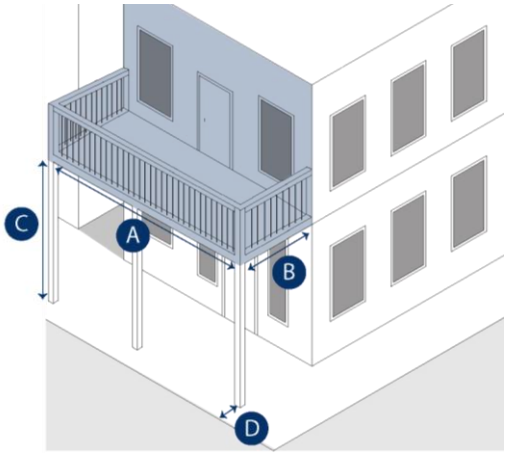
PP. **Section 6. Frontage Standards**, paragraph **L.2.** is hereby amended so that it now reads in its entirety as follows:

2. Standards

   Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. *A gallery frontage may include all elements of a shopfront frontage.*

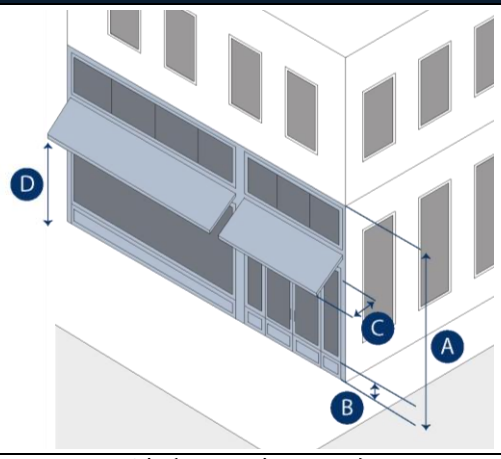
QQ. Section 6. Frontage Standards, paragraph **L.2.**, **Table 6.15** is hereby amended so that it now reads in its entirety as follows:

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. *Upper story columns and railing posts shall align with columns below*
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		*Frontage may be paved up to 100 percent of area, using unit masonry or concrete*

RR. Section 6. Frontage Standards, paragraph **M.2.**, **Table 6.16** is hereby amended so that it now reads in its entirety as follows:

Table 6.16: Shopfront Frontage Type Standards



Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)			●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Shopfront, design										
Configuration			●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see *Figure 6.1: Shopfront Design Illustration*)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	◗	●		●	●	●	Fabric, fixed or movable
	Canopy		◗	◗	◗		◗	◗	◗	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	◗	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	◗	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	◗	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	◗	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	◗	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	◗	◗		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.

SS. **Section 6. Frontage Standards**, paragraph **M.2.** is hereby amended to add ***Figure 6.1: Shopfront Design Illustration*** so that it now reads in its entirety as follows:

Figure 6.1: Shopfront Design Illustration

	*Cornice:* Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

TT. **Section 7. Building Design and Material Standards**, paragraph **A.3.** is hereby amended so that it now reads in its entirety as follows:

3. A building shall use the following exterior finish materials:
   (a) Wood or cementitious clapboard;
   (b) Shingles;
   (c) Board and batten;
   (d) Stucco;
   (e) Brick;
   (f) Stone; *or*
   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

UU. **Section 9. Definitions and Rules of Construction**, paragraph **A.2.** is hereby amended so that it now reads in its entirety as follows:

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, *except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the*

building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

VV. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Fence**" is hereby amended so that it now reads in its entirety as follows:

Fence
A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See "wall." *A streetscreen is not considered to be a fence for purposes of the DDD.*

WW. Section 9. Definitions and Rules of Construction, paragraph **B.**, definition of "**Streetscreen**" is hereby amended so that it now reads in its entirety as follows:

Streetscreen
A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. *A streetscreen is not considered a fence for purposes of the DDD.*

SECTION TWO:

The amendment of Appendix A, the Downtown Development District regulations set forth in the Unified Development Code, Chapter 64, shall upon adoption and publication as required by law, be effective on **July 20, 2026**.

APPROVED:

_____

CITY CLERK

Attachment

A

Mobile Planning Commission Results Agenda
March 19, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman	x	Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
x	Mr. Harry Brislin, IV	x	Mr. Kenny Nichols (S)
x	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Peter Toler, Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Matt Anderson. Adopted.

Order of Hearing: Agenda items #1 - #7, Agenda item #9, Agenda item #8, Agenda items #10 - #11

HOLDOVERS

1. SUB-003605-2026

Location: 2237 & 2247 Bear Fork Road
Subdivision Name: Resubdivision of Ledian M. Williams Subdivision
Applicant / Agent: Derrick McMillian
Council District: District 1
Proposal: Subdivision of 2 lots, 4.56± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 60-foot-wide right-of-way along Bear Fork Road on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot front yard setback along Bear Fork Road on the Final Plat;

4. Removal of side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating no structures are permitted in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report; and
10. Full compliance with all other applicable codes and ordinances.

2. SUB-003594-2025

Location: 5070 Old Shell Road
Subdivision Name: The Cottages at Spring Hill Subdivision
Applicant / Agent: 195, LLC
Council District: District 7
Proposal: Subdivision of 6 lots, 0.57± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8.i of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to depict that a minimum of 30 feet exists between the subject site and the centerline of Old Shell Road;
2. Illustration of the 6-foot minimum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
3. Illustration of the 25-foot maximum building setback line along all street frontages on the Final Plat, excluding the alleys, as measured from any required right-of-way dedication;
4. Placement of a note on the Final Plat stating that parking is to be accessed by either secondary frontages or alleys wherever possible;
5. Placement of a note on the Final Plat stating that sidewalk and streetscape improvements are to be installed at the time of property development;
6. Retention of the lot size labels in both square feet and acres on the Final Plat, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
7. Placement of a note on the Final Plat stating that lots exceeding 4,000 square feet have a maximum of 70% site coverage, while lots less than 4,000 square feet do not have a maximum site coverage allowance;
8. Revision of the plat to remove setbacks from the “Site Data Table”;
9. Placement of a note stating that no structures exceeding three (3) stories tall may be constructed;
10. Placement of a note on the Final Plat stating that all new dwellings must be a minimum of sixty percent (60%) to one hundred percent (100%) of the lot frontage;
11. Compliance with all Engineering comments noted in the staff report;

12. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

NEW ITEMS

3. SUB-003629-2026

Location: 2449 & 2453 Eslava Creek Parkway
Subdivision Name: Sheet Metal Workers Local Union 441 JATC Subdivision
Applicant / Agent: Thomas E. Fisher, II
Council District: District 2
Proposal: Subdivision of 1 lot, 0.85± acres

Motion to approve by Nick Amberger. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
2. Dedication of the corner radius at the intersection of Eslava Creek Drive and Pinehill Drive in compliance with Section 6.C.6 of the Subdivision Regulations, as approved by the City Engineer and Traffic Engineer;
3. Revision of the plat to illustrate a 25-foot front yard setback along both street frontages.
4. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permission of the easement holder;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003632-2026

Location: 360 Palmetto Street
Subdivision Name: Holiday Inn Relo Tower Subdivision
Applicant / Agent: Shawn Blassingill, Municipal Communications, LLC (Patton Hahn or Mary Palmer, Baker Donelson Law Firm, Agent)
Council District: District 2
Proposal: Subdivision of 2 lots, 0.14± acres

Motion to approve by Harry Brislin. Second by Chad Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide street right-of-way labels along both streets on the Final Plat;
2. Retention of the lot numbers on the Final Plat;
3. Revision of the plat to illustrate a 25-foot minimum front yard setback line along both street frontages on the Final Plat;
4. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
5. Placement of a note on the Final Plat stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating the Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003642-2026

Location: 5536 Sermon Road West, and 5660 & 5680 Sermon Road North
Subdivision Name: Willis-Sermon Connector Subdivision
Applicant / Agent: Ramshead, LLC
Council District: District 4
Proposal: Subdivision of 2 lots, 1.04± acres

Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request until the May 21st meeting, with all required revisions and fees submitted by May 3rd, to allow the applicant time to address the following:

1. Revise the application to reflect a three (3)-lot subdivision, including the area of Collins Property Subdivision as the third lot;
2. Revise the plat to include the Common Area of Collins Subdivision, First Addition, within the boundaries of the proposed subdivision;
3. Obtain written consent from all property owners within Collins Subdivision, First Addition, for submission of the application, as the Common Area must be included; and
4. Re-advertise the subdivision request as a three (3)-lot subdivision, including notifying property owners adjacent to and across public streets from the Collins Property Subdivision area, as well as all property owners within Collins Subdivision, First Addition.

6. SUB-003647-2026

Location: 720 Museum Drive
Subdivision Name: Armory Subdivision
Applicant / Agent: Phillip Burton or Kathy Sherman, Museum Partners, LLC
Council District: District 7
Proposal: Subdivision of 3 lots, 4.56± acres

Kenny Nichols recused.

Motion to approve by Harry Brislin. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 9.E.3.(c)(3)b.8. of the Subdivision Regulations (for turning lanes on Museum Drive and North McGregor Avenue, planting strips, tree counts and spacing) and Tentatively Approved the request, subject to the following conditions:

1. Submittal of the required copies of the recorded Fort Hardman Subdivision, Resubdivision of Lots 1 & 2 to staff prior to the signing of the new plat;
2. Retention of the existing right-of-way widths on the Final Plat, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
4. Retention of the principal building façade build-to zone between six-feet (6') and eighteen-feet (18') from the front property line along both street frontages;
5. Provision of a right turn lane, as recommended by the Traffic Impact Study, and as by the applicant;
6. Provision of a streetscape consistent with other developments in the Village of Spring Hill, as proposed by the applicant;
7. Provision of six (6) frontage trees along North McGregor Avenue, as proposed by the applicant;
8. Compliance with all Engineering comments noted in the staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
10. Compliance with all Urban Forestry comments noted in the staff report; and,
11. Compliance with all Fire Department comments noted in the staff report.

7. SUB-003650-2026

Location: 2200 Green Street
Subdivision Name: Resubdivision of Lots 4, 5, 6, 7 and 8, Block D, Division 7, Owens, Sims, Griffin, & Earle Subdivision of the St Louis Tract Subdivision
Applicant / Agent: Karlos Finley, Africatown Redevelopment Corporation
Council District: District 2
Proposal: Subdivision of 3 lots, 0.54± acres

Kirk Mattei recused.

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 25-foot corner radius on Lot 1 where Green Street and Susie Ansley Street intersect;
2. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
3. Retention of at least a 5-foot front yard setback along each street frontage, adjusted for any required dedication;
4. Removal of the side and rear yard setbacks from the Final Plat;
5. Placement of a note on the Final Plat stating development of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
6. Compliance with all Engineering comments noted in the staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and
9. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003627-2026

Location: 1805 Larkwood Drive
Subdivision Name: Larkwood Miller Lane Subdivision
Applicant / Agent: Chance A. Lane
Council District: District 1
Proposal: Subdivision of 4 lots, 0.74± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along Larkwood Drive, as depicted on the preliminary plat;
2. Revision of the plat to illustrate dedication sufficient to provide 25 feet from the centerline of Harris Road, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved;
3. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
4. Retention of the required 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-10.E. of the UDC and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003648-2026

Location: 1105, 1107, 1109, 1111, 1113, & 1115 Edwards Street
Subdivision Name: Resubdivision of the Plat of Henry Cisco Subdivision
Applicant / Agent: Karlos Finley, Africatown Redevelopment Corporation
Council District: District 2
Proposal: Subdivision of 4 lots, 0.47± acres

Kirk Mattei recused.

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Sections 6.B.9. (for right-of-way dedication), 6.C.2.(a)(1) (for substandard lot area) and 6.C.2.(b)(3) (for substandard lot width) of the Subdivision Regulations and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot size labels in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
2. Revision of the plat to illustrate at least a 5-foot front yard setback along Edwards Street, adjusted for any required dedication;
3. Placement of a note on the Final Plat stating development or redevelopment of the site is subject to the applicable provisions of Article 11 of the UDC regarding the Africatown Overlay and Africatown Safety Zone regulations;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and
7. Compliance with all Fire Department comments noted in the staff report.

10. SUB-SW-003649-2026

Location: 3180 Dauphin Street
Applicant / Agent: Brew Horizons, LLC
Council District: District 1
Proposal: Request to waive the construction of a sidewalk along Dauphin Street.

Motion to approve by Jay Stubbs. Second by Nick Amberger. Approved.

After discussion the Planning Commission approved the Sidewalk Waiver request.

11. MOD-003646-2026

Location: 1879 Conception Street Road
Applicant / Agent: MAWSS (McCrory & Williams, Inc., Agent)
Council District: District 2
Proposal: Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

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, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;

- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

OTHER BUSINESS

Call for Public Hearing on April 16, 2026, to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Review of Minutes from the following Planning Commission meetings:

- April 17, 2025

- May 15, 2025
- June 12, 2025
- July 17, 2025
- August 21, 2025

Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

Election of Officers

Kirk Mattei made a motion to nominate **Jay Stubbs, Jr., as Chairman** of the Planning Commission. The motion was seconded by Nick Amberger. Jay Stubbs then made a motion to nominate **Kirk Mattei as Vice Chairman** and **Jennifer Denson as Secretary** of the Planning Commission.

With no additional nominations or opposition for the offices of Chairman, Vice Chairman, or Secretary, the slate of nominees was elected by acclamation by the members present.

Attachment

B

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of STEVEN EDWIN WHITEHURST
Case No. 2025-2335
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they iwill be barred.
LEAH ANN WHITEHURST as Administratrix of the estate of STEVEN EDWIN WHITEHURST, deceased
Attorney of Record:
RICHARD E. SHIELDS, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Case No. 2025-2265
Take notice that Letters Testamentary have been granted to the below named party on the 19th day of November, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
CARNEL CLEVELAND as Executor under the last will and testament of MITTIE LAW AKA MITTIE ANN LAW, Deceased
Attorney of Record:
Samuel R. Perloff, Esq.
7121 Kenny Lundy Rd
Theodore, AL 36582
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Case No. 2025-2368
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ROBIN P HAYES as Executrix under the last will and testament of WILLIAM R. PATTON AKA WILLIAM ROBERT PATTON, Deceased
Attorney of Record:
JAMES MICHAEL NEWTON, ESQ.
605 BEL AIR BLVD, SUITE 22
MOBILE, AL 36606
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES ORAL WIGGINS, Deceased
Case No. 2025-1522
Take notice that Letters of Administration on the Annexed Will have been granted to the below named party on the 7th day of January, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ANTHONY M. HOFFMAN Administrator CTA under the last will and testament of JAMES ORAL WIGGINS, Deceased
Attorney of Record:
ANTHONY M. HOFFMAN, ESQ.
P. O. BOX 11
MOBILE, AL 36601
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANTHONY CARL SMITH
Case No. 2025-0289
Take notice that Successor Letters of Administration have been granted to the below named party on the 20th day of November, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ANTHONY M. HOFFMAN, as Successor Administrator of the estate of ANTHONY CARL SMITH, Deceased
Attorney of Record:
ANTHONY HOFFMAN, ESQ.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of LAVERNE ARTHUR
Case No. 2025-2482
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
SANDRA JOHNSON as Administratrix of the estate of LAVERNE ARTHUR, deceased
Attorney of Record:
PATRICIA ELIZABETH HAMMAN, Esq.,
WILLIAM C. POOLE, Esq.
Call News March 11, 18, 25, 2026

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOHN S. FOSTER, Deceased
Case No. 2025-2325
Take notice that Letters Testamentary have been granted to the below named party on the 26th day of February, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
TRAVIS POWELL as Executor under the last will and testament of JOHN S. FOSTER, Deceased
Attorney of Record:
Jonathan B. Mabire, Esq.
2053 Dauphin Street
Mobile, AL 36606
Call News March 11, 18, 25, 2026

PROBATE COURT NOTICES

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of VELMA BEATRICE ETHERIDGE
Case No. 2025-2446
Take notice that Letters of Administration have been granted to the below named party on the 2nd day of March, 2026 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred.
ULESS GRANT ETHERIDGE as Administrator of the estate of VELMA BEATRICE ETHERIDGE, deceased
Attorney of Record
WESLEY H. BLACKSHER, Esq.
Call News March 11, 18, 25, 2026

COURT PROCEEDING

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2025-0073-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ANDREW APPOLIS ANTONE, Deceased
On to-wit the 4th day of May, 2026 at 11:00 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by JUDINA BRINKLEY ANTONE. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
RICHARD E. MATHER
1008 DAUPHIN ST.
MOBILE, AL 36604
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
CASE NO. 2026-0373
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Notice of the filing of Petition for Summary Distribution in the estate of Milton Aloysius Andry, Deceased.
Notice is hereby given that a Petition for Summary Distribution has been filed by Steve Andry on March 2, 2026, and that 30 days after the notice of publication hereof and pursuant to law the Court shall be requested to enter an order directing summary distribution of the estate of said decedent.
C. Mark Erwin, Judge of Probate
Attorney:
Thomas R. Boller, Esq.
150 Government Street, Suite 1001
Mobile, AL 36602
Call News March 25, 2026

NOTICE OF COURT PROCEEDING
March 23, 2026
Case No. 2023-1496-4
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAWAN LEE MCGEE-DALLAS, Deceased
On to-wit the 11th day of May, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT BY SURETY FOR FORMER PERSONAL REPRESENTATIVE as filed by JET INSURANCE COMPANY. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JAMES J. DUFFY III
PO BOX 1109
MOBILE, AL 36633
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 19, 2026
Case No. 2025-0005-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPH PRITCHETT, Deceased
On to-wit the 27th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT AND REPORT OF INSOLVENCY as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News March 25 and April 1, 8, 2026

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBATE OF WILL as filed by SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the Court will proceed to consider the PROBATE OF WILL as filed by MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 16, 2026
Case No. 2022-1745-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ESTHER MENA ROBINSON, Deceased
On to-wit the 11th day of May, 2026 at 11:00 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PETITION FOR FINAL SETTLEMENT as flied by CORNELL MCNEIL SR. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney: LUE E SULLIVAN SR
555 A IROQUOIS STREET
CHICKASAW, AL 36611
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2020-1094-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ALINE JENKINS HOWARD, Deceased
On to-wit the 13th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by PATRICK C. PACKER. NOTICE is hereby given to all parties in interest, specifically MARILYN WILLIAMS, NANCY ROBINSON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ARTHUR SHORES LEE
413 16TH STREET NORTH
BIRMINGHAM, AL 35203
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1412
In Re: Logan Eales, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Brian Eales and Daphne Cooley who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 22, 2026
Case No. 2025-1413
In Re: Kyler Johnson, Minor
On to-wit, the 22nd day of April, 2026, at 2:00 PM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Amended Petition for Guardianship of Minor Child filed by Wanda King and Byron M. King. Notice is hereby given to all parties in interest, specifically Mark Johnson and Daphne Cooley who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Eric Tiebauer, Esq.
P.O. Box 1421
Waynesboro, MS 39367
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 20, 2026
Case No. 2023-0912-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of KIMBERLY DEAN MORRISON, Deceased
On to-wit the 6th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ROBERT MORRISON JR. NOTICE is hereby given to all parties in interest, specifically ROBYN LORRAINE MORRISON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
DOUGLAS R. MARTIN
PO BOX 132
CODEN, AL 36523
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDINGS
April 6, 2026
Case No. 2026-0210
In Re: Gary M. Ethridge, Alleged Incapacitated Adult
On to-wit, the 6th day of April, 20261 at 9:00 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 161 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Petition for Appointment of Volunteer Guardian and Appointment of Conservator filed by the Mobile Infirmary Medical Center. Notice is hereby given to all parties in interest, specifically Amber Broome and Tamara Burke who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney Name and Address:
E. Russell March, III, Esq.
1 St. Louis Street, Suite 4000
Mobile, Alabama 36602
Call News March 18, 25 and April 1, 2026

NOTICE OF COURT PROCEEDING
February 27, 2026
Case No. 2021-1024-9
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of PHYLLIS SCOTT, Deceased
On to-wit the 20th day of April, 2026 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News March 18, 25 and April 1, 2026

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 03, 2026
Case No. 2026-0096
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CONNIE E. TURPIN, Deceased
On to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PETITION TO PROBATE WILL, PETITION FOR LETTERS OF ADMINISTRATION ON WILL ANNEXED, MOTION TO DISQUALIFY ONE OF TWO SUCCESSOR CO-EXECUTRIXES AND MOTION TO APPOINT COUNTY GENERAL ADMINISTRATOR as filed by MEREDITH LANE TURPIN. NOTICE is hereby given to all parties in interest, specifically AARON RICHARD ELY IV, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 11, 18, 25, 2026



COMPLETION NOTICE

LEGAL NOTICE
Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
NOTICE IS HEREBY given that Harwell & Company, LLC has completed the contract for 2025-3005-02, 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.
Call News March 11, 18, 25 and April 1, 2026

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 S. C. Stagner Contracting, Inc., has completed the contract for the City of Chickasaw - Brooks Park Improvement Project: Phase 2; Kimley-Horn Project No. 142754012. All persons having any claim for labor, material or otherwise in connection with this project should immediately contact the Utilities Board of the City of Chickasaw, 224 N. Craft Highway Chickasaw, AL 36671.
Call News March 4, 11, 18, 25, 2026

ELECTION NOTICE

PUBLIC NOTICE OF ELECTION
PETITION FOR SERVICE CHARGE INCREASE SEVEN HILLS FIRE DISTRICT
In accordance with a petition heretofore filed with the Probate Court, an election will be held on Tuesday, March 31, 2026, on a Petition for Increase of Service Charge filed by the Board of Trustees of the Seven Hills Fire District. A copy of said petition, map and a legal description of the proposed fire district area are available for public inspection during regular business hours at the Probate Court's Election Center.
The election will be held between the hours of 7:00 a.m. and 7:00 p.m. at the Seven Hills Fire Station, 3650 Newman Road, Mobile, Alabama on Tuesday, March 31, 2026.
Qualified electors residing within the boundaries of the proposed fire district will be allowed to cast their vote for rejection or approval of an increase in service charge.
Currently, a service charge is assessed to the property owners of the Seven Hills Fire District as follows:
· $70.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
Shall there be an increase in the service charge assessed to the property owners of the Seven Hills Fire District to the following amounts:
· $150.00 per residence/business except those residences exempt from property tax under Act 48 and Act 91.
This notice is given pursuant to Act No. 90-697 and Act No. 2009-358.
C. MARK ERWIN
Judge of Probate
Call News March 11, 18, 25, 2026

STORAGE SALE

The Following Tenant's Personal property (general household goods) will be disposed or sold to satisfy landlord's lien April 8, 2026 at Noon.
Community Storage 3958 Snow Rd N Semmes, AL 36575
UNIT A35 RIGGINS DOVER ST SEMMES 36575
UNIT C28 RIGDON PANHANDLE CT SEMMES 36575
UNIT A39 EASTERLING LOTT RD WILMER 36587
Call News March 25 and April 1, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7997: 5441 US-90, Mobile, AL 36619
Auction Date: 4/03/2026 at 1:15 PM
Units: 1122, 1173
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

OTHER PUBLIC NOTICES

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7926: 3679 Airport Blvd, Mobile, AL 36608
Auction Date: 4/03/2026 at 12:30 PM
Units: 2022, 3284
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7403: 429 Bel Air Blvd, Mobile, AL 36606
Auction Date: 4/03/26 at 12:00 PM
Units: 1014, 1070, 1279, 206, 300, 6
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
3259: 8781 Airport Blvd, Mobile, AL 36608
Auction Date: 4/03/2026 at 11:00 AM
Units: A57, K687, K825
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News March 25, 2026

BILL

A BILL
TO BE ENTITLED
AN ACT
Relating to Mobile County; to alter, rearrange, and extend the boundary lines and corporate limits of the City of Semmes in Mobile County.
BE IT ENACTED BY THE LEGISLATURE OF ALABAMA: Section 1. The boundary lines and corporate limits of the City of Semmes in Mobile County are altered and rearranged to include within the corporate limits of the municipality, in addition to the lands now included, all of the following territory:
Parcel 1
BEG AT NE COR OF SE 1/4 OF SEC 21 T3S R3W RUN S 500 FT TO A PT TH W 261.0 FT T PT N 500 FT TO A PT ON N LINE OF SE QTR OF SEC 21 TH RUN E 261.0 FT TO POB LESS TH PT INTO R/W Parcel Number: 2405210001027.000 Key Number: 362878
Parcel 2
COMG AT PT ON N/L OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W WHICH IS 261 FT W OF NE COR OF SE 1/4 OF SEC 21 & RUN THEN W 399 FT M/L TO NW COR OF E 1/2 OF NE 1/4 OF SE 1/4 SEC 21 & RUN THEN S 1285 FT(S) TH E 660 FT TO PT ON E/L SD SEC 21 & RUN THEN N ALG E/L SEC 21 820 FT TO PT RUN THEN W 261 FT TO PT THEN RUN N 500 FT POB LESS PT TO R/W OF SNOW RD & BROUGHTON RD & ALSO SW 1/4 OF NE 1/4 OF SE 1/4 SEC 21 T3S R3W #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001028.000 Key Number: 362887
Parcel 3
COM AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W TH RUN S 89 DEG 41 MIN 00 SEC E ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO POB OF PPTY HEREIN DESC TH CONT N 00 DEG 01 MIN 45 SEC E 322 FT TO A PT TH RUN S 89 DEG 41 MIN 00 SEC E 450 FT TO A PT TH RUN S 00 DEG 01 MIN 45 SEC W 532 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF SD SUB 240 FT TO A PT TH RUN N 00 DEG 01 MIN 45 SEC E 210 FT TO A PT TH RUN N 89 DEG 41 MIN 00 SEC W 210 FT TO POB Parcel Number: 2405210001032.02 Key Number: 362958
Parcel 4
BEG AT SW COR OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W RUN N 00 DEG 01 MIN 45 SEC E 532.0 FT TO PT TH RUN S 89 DEG 41 MIN 00 SEC E 210. 0 FT TO PT TH RUN S 00 DEG 01 MIN 45 SEC W 532.0 FT TO PT TH RUN N 89 DEG 41 MIN 00 SEC W ALG N/L OF CHURCHILL DOWNS 2ND UNIT 210 FT TO PT OF BEG CONTG 2.56 ACS #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001032.001 Key Number: 1891643
Parcel 5
FROM NW COR OF SE 1/4 OF SEC 21 T3S R3W THEN RUN S 00 DEG 21 MIN 03 SEC E 25.88 FT TO PT ON S/L OF BROUGHTON RD THEN S 88 DEG 38 MIN 09 SEC E ALNG SAID S/L 125.05 FT TO POB OF PPTY DESC HEREIN THEN S 88 DEG 38 MIN 09 SEC E 20 FT TO PT THEN S 00 DEG 00 MIN 53 SEC W 470.88 FT TO PT THEN E 521.38 FT TO PT THEN S 00 DEG 17 MIN 39 SEC E 295.36 FT TO PT THEN N 89 DEG 58 MIN 06 SEC W 662.96 FT TO PT THEN N 00 DEG 21 MIN 03 SEC W & ALNG W/L OF NW 1/4 OF SE 1/4 OF SEC 21 T3S R3W 295 FT TO PT THEN E 121.8 Parcel Number: 2405210001033.000 Key Number: 362967
Parcel 6
FROM THE NW COR OF THE NW 1/4 OF THE SE 1/4 OF SEC 21 T3S R3W RUN S 26 FT TO A PT ON THE S ROW LINE OF BROUGHTON RD FOR THE POB TH N 88 DEG 38 MIN 09 SEC W ALG THE S ROW LINE OF BROUGHTON RD 157.46 FT THE S 00 DEG 21 MIN 03 SEC E 397.75 FT TH E 154.98 FT TH N 394 FT TO THE POB #SEC 21 T3S R3W #MP24 05 21 0 001 Parcel Number: 2405210001037.001 Key Number: 2035014 Section 2. In accordance with Section 11-42-6 of the Code of Alabama 1975, a map showing the proposed territory to be altered, rearranged, and extended from the City of Semmes is on file and open to public inspection in the Office of the Judge of Probate in Mobile County, Alabama.
Section 3. This act shall become effective on October 1, 2026.
Call News March 4, 11, 18, 25, 2026

OTHER PUBLIC NOTICES

PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022
NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA
PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT
Call News on March 25, 2026, and April 1, 2026

NEED TO PUBLISH A LEGAL NOTICE SEND TO
legals@thecallnews.com
DEADLINE 5 P.M. MONDAY FOR WEDNESDAY'S PUBLICATION

LEGALS 251.866.5998 legals@thecallnews.com

OTHER PUBLIC NOTICES

PUBLIC HEARING

NOTICE TO INTERESTED PROPERTY OWNERS
CITRONELLE PLANNING COMMISSION
REZONING HEARING

The Citronelle Planning Commission has scheduled a public hearing for discussion of re-zoning property located in the Lonnie Walker Road area. Proposed re-zoning requested is to change to Residential (R-I) classification from the current Industrial Manufacturing (IM) classification. The hearing will be held on Tuesday, April 21, 2026, in the Citronelle Municipal Complex Auditorium starting at 5:30 p.m. All interested persons for or against will be given an opportunity to express their opinions.

Call News April 1, 2026

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.

Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.

All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.

Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)

Call News April 1, 8, 15 2026

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **2308 Ashland Place Avenue**, for a **Setback Variance to allow reduced side street side yard setbacks in an R-1, Single-Family Residential Urban District located within a locally regulated historic district; the Unified Development Code (UDC) requires R-1, Single-Family Residential Urban District corner lots within locally regulated historic districts to have setbacks no less than the side street side yard setback of other corner lots, along the same side of the street.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **4411 Government Boulevard**, for a **Residential Buffer Variance to allow no residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential Suburban District; the Unified Development Code (UDC) requires a compliant residential buffer where a B-3 Community Business Suburban District abuts an R-1, Single Family Residential Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **231 South McGregor Avenue**, for a **Setback Variance to allow an eight-foot (8') tall masonry wall within the front 25-foot setback in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires structures taller than three-feet (3') to be located outside of the 25-foot front yard setback in an R-1, Single-Family Residential Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **316 Dauphin Street**, for a **Special Exception approval to allow an event venue with an occupant load of 270 people in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow an event venue with an occupant load over 100 people in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **April 6, 2026, at 2:00 p.m.** to consider a request at **7290 Howells Ferry Road**, for a **Use Variance to allow the construction of a pole barn/shop without a primary dwelling in an R-1, Single-Family Residential Suburban District; the Unified Development Code (UDC) requires a primary dwelling prior to the allowance of accessory structures in an R-1, Single Family Residential Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at https://www.cityofmobile.org/government/city-council/livestream/. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at https://www.buildmobile.org/board-of-adjustment/.

All comments must be submitted by **2 p.m.** on **Friday, April 3, 2026**, to provide adequate time for Board members to review the information.

Dated this **9th day of March 2026.**

BOARD OF ZONING ADJUSTMENT

Call News on March 25, 2026, and April 1, 2026

REVISED PUBLIC NOTICE
MOBILE COUNTY HOUSING AUTHORITY
PUBLIC HEARING

This notice revises the public notices published on February 4, 2026, and February 11, 2026.

The purpose of this public hearing is to obtain input from residents and the public regarding the 2026 Annual Plan and 2026 Capital Fund Program, which will be submitted to the U.S. Department of Housing and Urban Development (HUD) in accordance with 24 CFR Part 903. The public hearing will also address revisions to the 2024 and 2025 Capital Fund Programs.

The public hearing will be held on Monday, April 6, 2026, at 5:00p.m. at the Mobile County Housing Authority office located at 16545 U.S. Hwy 45, Citronelle, AL 36522.

All residents and members of the public are encouraged to attend. Copies of the 2026 Annual Plan and 2026 Capital Fund Program, as well as the revised 2024 and 2025 Capital Fund Programs, will be available for public review from 9:00a.m. to 4:00p.m. at the address listed above during the 45-day public comment period. Written comments may also be submitted prior to the public hearing.

For further information, please contact Lori Nettles, Interim Executive Director, at (251) 866-9696, Extension 3.

Call News February 18, 25 and March 4, 11, 18, 25 and April 1, 2026

ADEM
Alabama Department of Environmental Management

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
NOTICE OF PUBLIC HEARING
ALABAMA STATE IMPLEMENTATION PLAN
Public Notice – 350

Notice is hereby given that the Alabama Department of Environmental Management is providing the opportunity for interested persons to comment on documents pertaining to the 10-year maintenance plan update for the Partial Pike County 2008 lead NAAQS maintenance area.

Pursuant to Section 175A(b) of the Clean air Act (CAA) requirements, the Alabama Department of Environmental Management (ADEM), has developed a proposed SIP revision for maintaining the national primary ambient air quality standard for 10 years after the expiration of the first 10-year maintenance plan for the 2008 lead NAAQS. Interested parties may request that a public hearing be held. If a hearing is held, it will be held on May 6, 2026, at 10:00 a.m. in the Main Hearing Room at the ADEM – Central Office location at 1400 Coliseum Blvd. in Montgomery.

Those requesting a hearing should call (334) 271-7909. The deadline to submit a request for a hearing is 5:00 p.m. on May 1, 2026. If no hearing is to be held, a Notice of Cancellation of the hearing will be posted on May 4, 2026, on the Department's website located at https://adem.alabama.gov/public-notices. Interested persons may also call (334) 271-7909 to determine if a public hearing will be held.

Copies of the proposed SIP are available for viewing at each of the locations listed below and on the internet at https://adem.alabama.gov/public-notices. Copies are also available at a cost of 30 cents per page, at each of the ADEM office locations.

ADEM, Office of General Counsel
Attn: Jewel Shannan
1400 Coliseum Boulevard
(P. O. Box 301463, Zip code 36130-1463)
Montgomery, AL 36110-2059
(334) 260-4510

ADEM, Birmingham Field Office
Attn: Julia Trevarthan
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168

ADEM, Decatur Field Office
Attn: Jan Childers
2715 Sandlin Road, SW
Decatur, AL 35603-1333
(256) 353-1713

ADEM, Coastal Field Office
Attn: Jenika Monroe
1615 South Broad Street
Mobile, AL 36605
(251) 450-3400

Southeast Alabama Regional Planning & Development Commission
462 North Oates, 4th Floor
Dothan, AL 36303

Alabama - Tombigbee Rivers Planning & Development Commission
Courthouse Annex
107 Broad Street
Camden, AL 36726

East Alabama Regional Planning & Development Commission
1130 Quintard Avenue
Anniston, AL 36201

If the Department holds a hearing, it will be held to receive data, views, and arguments from interested persons regarding the document. Attendance at the hearing is not necessary to present such data, views, arguments, or comments as the same may be submitted in writing but must be received by Aubrey White prior to 5:00 p.m. on May 6, 2026.

Written submissions and other inquiries should be directed to:
Mr. Aubrey H. White III,
Chief, Air Division,
Alabama Department of Environmental Management,
P.O. Box 301463,
Montgomery, AL 36130-1463
(street address: 1400 Coliseum Boulevard, Montgomery, AL 36110-2059) or by e-mail at ahw@adem.alabama.gov.

Any person wishing to participate in this hearing who needs special accommodations should contact the Department's Permits and Services Division at (334) 271-7714 at least five working days prior to the hearing. This notice is hereby given this April 1, 2026, by authorization of the Alabama Department of Environmental Management.

Edward F. Poolos, Director

Nondiscrimination Statement: The Department does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the administration of its programs.

Call News April 1, 2026



ALABAMA PRESS ASSOCIATION 1871

Access to information is the public's most valuable tool when it comes to protecting your homes, your communities, and your government. Newspapers have the unique ability to reach a broad audience, regardless of the socioeconomic status, by providing public notices both in print and online.

The public notices appearing in your newspaper provide important information on issues such as rezoning for landfills, government contracts, and even traffic detours. It's your right to know how your tax dollars are spent and what could be coming to your neighborhood.

And when it comes to shining the light on government, public notices deliver.

CITY OF MOBILE PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

TO AMEND APPENDIX A,
DOWNTOWN DEVELOPMENT DISTRICT,
OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64
OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

- **Section 1. General Provisions**
- **Section 2. Administrative Procedures**
- **Section 3. Zoning Sub-Districts**
- **Section 5. Development Standards**
- **Section 6. Frontage Standards**
- **Section 7. Building Design and Material Standards**
- **Section 9. Definitions and Rules of Construction**

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

LEGALS 251.866.5998 legals@thecallnews.com

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
March 17, 2026
Case No. 2026-0151
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ARTHUR JOE LOYA, Deceased
On to-wit the 11th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBATE OF WILL as filed by SUSAN CLARE MOULTON. NOTICE is hereby given to all parties in interest, specifically NORA EVELIN RODRIQUEZ, RUTH CANALES, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JEAN M. POWERS
154 S LAWRENCE ST.
MOBILE, AL 36602
Call News March 25 and April 1, 8, 2026

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
ESTATE OF BUFORD RANDOLPH
STRAUSER, Deceased
Case No. 2026-0426
On-to-wit the 4th day of May, 2026 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the Court will proceed to consider the PROBATE OF WILL as filed by MARILYN MAXINE STRAUSER. NOTICE is hereby given to all parties in interest, specifically JASON MENGE, TOYE HENSLEY, MARTINE WALTEMATH, DENISE STRAUSER-ROCHEBLAVE, who may appear and contest the same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIIN, Judge of Probate
Attorney of Record:
Clifford C. Sharpe, Esq.
307 Morgan Ave.
Mobile, AL 36606
Call News March 25 and April 1, 8, 2026

ADOPTION

NOTICE OF ADOPTION HEARING
PROBATE COURT OF
MOBILE COUNTY
CASE NO. 2026-0311
To: unknown father of A.Z.M., a minor.
You are hereby notified that a petition for adoption of the above named minor child who was born to Taswaila Shantelle Franklin on the 4th day of April, 2019, has been filed in this Court. If you have any objection to this petition, you are required to state the same in writing and file it with the Clerk of the Court P.O. Box 7, Mobile, AL 36601 or Mobile County Government Center Annex, 151 Government St., Mobile, AL 36602, and the legal counsel of the petitioner(s) named below, as soon as possible, but no later than thirty (30) days from the last date this notice is published. If you do not file a response within the specified time, the Court will consider that you have impliedly consented to the petition and the relief requested therein, and the Court will proceed to consider the matter and may grant the relief requested.
Attorney for Petitioner(s):
Brenda J. Pierce
P.O. Box 1084
Mobile, Alabama 36633
Call News April 1, 8, 15, 22, 2026



COMPLETION NOTICE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that E. Cornell Malone Corporation Contractor, has completed the Contract for Renovation of Various County Buildings - Roof Replacement, Bid# WG24-24
Baldwin County Commission, 312 Courthouse Sq, Ste 12, Bay Minette, AL 36507, ECMC JN 24-1051 for the State of Alabama and the City of Mobile, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify Baldwin County Maint. Supervisor, Derrick Crocker
E. Cornell Malone Corporation
185 Davis Johnson Dr., Ste A
Richland, MS 39218
Call News April 1, 8, 15, 22, 2026

LEGAL NOTICE

Ozark Striping Company hereby gives notice of completion of contract with the Mobile County Commission for construction of Mobile County Project No. MCP-004-25 and ALDOT Project No. RALG-49-2024-049 in Mobile County, AL. This notice will appear for four consecutive weeks beginning on March 18, 2026, and ending on April 8, 2026. All claims should be filed at P.O. Box 847, Ozark, AL 36361, during this period.
Ozark Striping Company
Call News March 18, 25, and April 1, 8, 2026

ELECTION NOTICE

PUBLIC NOTICE:
Candidate Applications Accepted for the MOWA BAND OF THE CHOCTAW INDIAN COMMISSION OF MOBILE ALABAMA
Elections on May 16, 2026 Pursuant to Code of Alabama Section 45-49-30 et. Seq. (Act 79-343, p. 555, § 4.)
MOBILE COUNTY, Ala. – The Choctaw Nation of Indians announces upcoming vacancies on the Commission of the MOWA Band of the Choctaw Indian Commission of Mobile County, Alabama. This election is a unique political division exclusive to Mobile County,
Alabama.
Disclaimer: This is not the MOWA Choctaw nor the MOWA Band of Choctaw Indians of Southwest Alabama.
The position of the MOWA Band of the Choctaw Indian Commission of Mobile County commissioner is open to anyone who is an identifiable Choctaw and resides in the county of Mobile. Incumbents from the previous election may retain seat until such time as a successor is elected and sworn in. Pursuant to Ala. Code §45-49-30.03, as follows:
Composition.
(a) The commission shall be composed of seven members, five of whom shall be Choctaw Indians residing in Mobile County. The two additional members may or may not be Choctaw Indians but shall be residents of the county. All members of the commission shall be elected by the Choctaw Indians of Mobile County and shall serve four-year terms of office.
(b) All members of the commission shall hold their offices until their successors are nominated and qualified. Any vacancy occurring on the commission shall be filled with temporary appointment by the Mobile County Commission until the vacant seat on the commission is filled. The Mobile County Commission shall appoint a chair of the commission from among the members of the commission, subject to ratification by the full commission. The commission shall elect its own secretary.
(Act 79-343, p. 555, § 4.)
Identification as a Choctaw Indian is required in order to vote or register for candidacy in this election for places 1-5, while places 6 and 7 may be non-Choctaw Indians
MOWA Band of the Choctaw Indian Commission of Mobile County seats are available for 4 year terms are:
· Frazier Cemetery Rd to Citronelle, place 1 and place 2
· East Coy Smith Highway of Hopkins Road, Joan Harris Road, Byrd Pit Road and Charlie Cole Road, place 1 and place 2
· Calcedeaver and Coy Smith Highway West of Hopkins Rd to the Eastern side of Frazier Cemetery Road, place 5
· Mobile County, place 6 and place 7
Completed Candidate Qualification Forms must be filed in the Choctaw Nation of Indians Tribal Court Election Office by 5:00 PM CST April 29, 2026.
Voter Registration Deadline is April 29th 2026.
Voter Registration must be conducted in person at 18930 U.S. Highway 43, Mount Vernon, Alabama 36560.
If only one person submits an application, no election will be necessary and that person will be declared elected. If more than one person applies for a seat in one of the places, an election will be held on May 16, 2026 from 7:00 AM CST until 7:00 PM CST.
If necessary, a Runoff Election will be held on May 30, 2026 from 7:00 AM CST until 7:00 PM CST.
The election will be held at:
18930 U.S. Highway 43
Mount Vernon, Alabama 36560
TIME: 07:00 AM CST until 07:00 PM CST
DATE: May 16, 2026
No Mail-In Ballots Permitted. Must Vote In-Person.
For more information, call the Choctaw Nation of Indians Tribal Office at 1-877-424-6282
Choctaw Nation of Indians Tribal Court Election Office, Post Office Box 334, Mount Vernon, Alabama 36560.
For more information email PM@choctaw-nationofindians.com
If only one person fully qualifies for any position listed above, no election will be held and that person will be declared elected.
Pursuant to Ala. Code §17-9-3, candidates must file a Statement of Economic Interest not more than five (5) days following the submission of his or her qualifying papers.
For questions concerning the required Statement of Economic Interest filing, please contact the Alabama Ethics Commission at 334-242-2997.
Nothing in this Public Notice may take from a Choctaw Treaty, nor terminate or abrogate any Choctaw Treaty Provision or take from or diminish the laws, customs, and usages of the Choctaw.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)
Call News April 1, 8, 15, 2026

PUBLIC NOTICE

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7403: 429 Bel Air Blvd, Mobile, AL 36606
Auction Date: 4/17/26 at 12:00 PM
Units: 1129, 1304, 260
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

The Towers, LLC, is proposing to construct a 310-foot overall height self-supporting lattice telecommunications structure located off Wilmer Georgetown Road, Wilmer, Mobile County, Alabama (30° 51' 24.5" N, 88° 19' 29.8" W). The proposed tower is anticipated to utilize FAA Style E (medium intensity, dual red/white strobes) lighting.
The Towers. LLC invites comments from any interested party on the impact the proposed undertaking may have on any districts, sites, buildings, structures, or objects significant in American history, archaeology, engineering, or culture that are listed or determined eligible for listing in the National Register of Historic Places. Comments may be sent to Environmental Corporation of America, ATTN: Annamarie Howell, 1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004 or via email to publicnotice@eca-usa.com. Ms. Howell can be reached at (770) 667-2040 x 108 during normal business hours. Comments must be received within 30 days of the date of this notice.
Any interested party may request further environmental review of the proposed action under the FCC's National Environmental Policy Act rules, 47 CFR §1.1307, by notifying the FCC of the specific reasons that the action may have a significant impact on the quality of the human environment. This request must only raise environmental concerns and can be filed online using the FCC pleadings system at https://wireless2.fcc.gov/UlsEntry/pleadings/pleadingsType.jsp or mailed to FCC Requests for Environmental Review, Attn: Ramon Williams, 45 L Street, Washington, DC 20554 within 30 days of the date of the National Notice as referenced within the Antenna Structure Registration (ASR) application. Mailed pleadings must include a request to waive the electronic filing requirement along with an explanation of why an electronic filing cannot be made. Refer to File No. A1377811 when submitting the request and to view the specific information about the proposed action. 26-000737 MMT
Call News April 8, 2026

The Choctaw Nation of Indians, Inc. has been recognized as a 2025 HIRE Vets Medallion Award recipient, a designation published in the Federal Register on March 10, 2026, and recognized under the HIRE Vets Act of 2017. This official publication in the Federal Register (91 FR 11564) provides formal, legal notice of the award, which can be used to establish federal recognition and support jurisdictional filings. For the full public notice text and citation, visit Federal Register
The Choctaw Nation of Indians is a Native American Indian Tribe identified by the Department of Interior on July 27, 2021 and whose membership is ancient and ancestral to the Calcedeaver Choctaw (Cajan/Cajun) Community whose location is approximately one mile below the confluence of the Tombigbee and Alabama River on the West Bank of the Mobile River about 6 miles West of the same river.
The Choctaw Nation of Indians' membership descends from a number of identifiable Choctaw ancestors who appear on the Choctaw Treaties, Rolls, and other Federal or State Archives relevant to the Choctaw Tribe or else have otherwise been identified as Indians.
Nothing in this Public Notice can take from A Choctaw Treaty or else the laws, customs, or usages as defined by the Tribe.
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-Choctaw (1-877-424-6282)
Call News April 1, 8, 15, 2026

STORAGE SALE

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7997: 5441 US-90, Mobile, AL 36619
Auction Date: 4/17/2026 at 1:15 PM
Units: 1155
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
7926: 3679 Airport Blvd, Mobile, AL 36608
Auction Date: 4/17/2026 at 12:30 PM
Units: 2125, 3045, 3156, 3180
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
3259: 8781 Airport Blvd, Mobile, AL 36608
Auction Date: 4/17/2026 at 11:00 AM
Units: G398
Auction will be listed and advertised on www.storagetreasures.com. Purchases must be made with cash only and paid at the above referenced facility to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase until the winning bidder takes possession of the personal property.
Call News April 8, 2026

In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8059
3641 Government Blvd.
Mobile, AL 36693
251.216.2977
Unit 3062 Nakeisha Cloy 4002 Meadowood Curve, Mobile, AL 36609
Unit 3290 India Phillips 833 S University Blvd, Mobile, AL 36609
Unit 3013 Carla Taylor 3170 O'neal Ct, Mobile, AL 36695
Unit 2023 Cecil Barnette 204 45th Street, Gulfport, MS 39507
Unit 3336 Barbara Sayles 954 W Tanglewood Dr, Mobile, AL 36606
Unit 2127 Tiffany White 516 Springhill plaza crt, Mobile, AL 36606
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storagetreasure.com, which will end Friday April 24th, 2026 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News April 8, 2026

In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8071
5951 Grelot Rd
Mobile, AL 36609
251-706-7202
Unit 1085 Roderick Smith Jr. 3390 Shenandoah Tr, Semmes, AL 36575
Unit 1100 Sarah Huett 4950 Government Blvd Apt 104, Mobile, AL 36693
Unit 1276 Tiffany Owens 1500 Hillcrest Rd Apt 221, Mobile, AL 36695
Unit 2087 Faye Pugh Holcombe 6050 Grelot Rd, Mobile, AL 36609
Unit 2132 James Robinson 6700 Wall St 16E, Mobile, AL 36695
Unit 2134 Anita T Norswearthy 4308 Nadzab Ct, Mobile, AL 36609
Unit 2168 Sharon Cortez 112 South University Apt 2210, Mobile, AL 36608
Unit 2172 Carl Turner Jr. 1601 Knollwood Dr Apt 82, Mobile, AL 36609
Unit 2191 Jalexia Reese 1675 Knollwood Dr, Mobile, AL 36609
Unit 2265 Terrence Pressley 1545 Leroy Stevens Rd, Mobile, AL 36695
Unit 3169 Christen Morris 118 Highwoods Blvd, Madison, MS 39110
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storagetreasure.com, which will end Friday April 24, 2026 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News April 8, 2026

In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8072
99 Schillinger Rd S
Mobile, AL 36608
251-706-7301
Unit 3043 April Janik 120 Annadale St, Dauphin Island AL 36528
Unit 3045 Jerrika Grissom 905 Parkmont Circle W, Mobile AL 36708
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storagetreasure.com, which will end Friday, April 24, 2026 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News April 8, 2026

Notice of Self Storage Sale
Please take notice Storage Sense - Saraland located at 700 Industrial Pkwy, Saraland, AL, 36571 intends to hold a public sale to the highest bidder of the property stored by tenants for default on their Storage Contracts. The sale will occur as an online auction via www.storageauctions.com on 4/15/2026 at 11:00AM. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.
Call News April 8, 2026

OTHER LEGALS

VALUATION NOTICE
That the assessed valuations of all property listed for taxation have been fixed, as provided by law, and that such assessed valuations are in the office of the Mobile County Revenue Commissioner and are open for public inspection, and also available online at www.mobilecopropertytax.com.
Protests should be hand delivered or mailed to the Board of Equalization located at 3925 Michael Boulevard, Suite H Mobile, AL 36609. The Board of Equalization will consider such protests as may be filed by any taxpayer, as provided by law, and that any taxpayer who is not satisfied with the valuation of his property, as fixed and entered on the return lists, may file objections in writing to such assessed valuations with said Board within thirty (30) days of the date of the Real Property valuation notice and the taxpayer shall set out in such objections filed with the description of each item of property the key number, parcel number, and phone number along with his reason for making objections to the assessed valuation as placed thereon.
Last day to protest is May 19, 2026.
Kim Hastie, Secretary
Board of Equalization
Call News April 8, 15, 2026

SHERIFF'S SALE

SHERIFF'S SALE
CASE NO. CV 2023 900402
STATE OF ALABAMA
COUNTY OF MOBILE
BRITTANY WINTERS, ET AL
VS
JB ACCOUNTING SERVICES, LLC, ET AL
Under and by virtue of a Writ of Fieri Facias issued out of the CIRCUIT CIVIL Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on May 4, 2026 at the hour of 12:30 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of JB ACCOUNTING, LLC, ET AL, in and to the following described REAL property, to-wit:
FROM THE SOUTHWEST CORNER OF DAVIS AVENUE AND GASTON STREET RUN SOUTHWARDLY ALONG THE WEST LINE OF GASTON STREET 248.33 FEET FOR THE POINT OF BEGINNING; THENCE DEFLECTING 93 DEGREES 47 MINUTES TO THE RIGHT RUNWESTWARDLY 177.5 FEET TO A FENCE, THENCE DEFLECTING 94 DEGREES 27 MINUTES TO THE LEFT RUN EASTWARDLY 50 FEET; THENCE DEFLECTING 84 DEGREES TO THE RIGHT RUN SOUTHWARDLY 13.9 FEET; THENCE DEFLECTING 89 DEGREES 52 MINUTES TO THE WEST LINE OF GASTON STREET; THENCE NORTHWARDLY ALONG SAID WEST LINE 24 FEET TO THE POINT OF BEGINNING.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE RESET
CASE NO. RV 2026 027519
STATE OF ALABAMA
COUNTY OF MONTGOMERY
ALABAMA DEPT OF REVENUE
VS
CRAIG BYRD aka MICHAEL CRAIG BYRD
Under and by virtue of a Writ of Fieri Facias issued out of the ALABAMA DEPT OF REVENUE Court of Montgomery County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on MAY 04, 2026 at the hour of 12:00 PM, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA, all the right, title and interest of CRAIG BYRD aka MICHAEL CRAIG BYRD, in and to the following described REAL property, to-wit:
LOT 9 FIRST ADDN TO WILMER GEORGETOWN ACRES MBK 86/59 #SEC 17 T2S R3W #MP17 04 17 0 000. Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF,
MOBILE COUNTY
Call News April 8, 15, 22, 2026

MOBILE COUNTY
Call News April 8, 15, 22, 2026

SHERIFF'S SALE
CASE NO. SM 2023 905942
STATE OF ALABAMA
COUNTY OF MOBILE
LENDMARK FINANCIAL SERVICES, LLC
VS
MARY LOZANO
Under and by virtue of a Writ of Fieri Facias issued out of the SMALL CLAIMS Court of Mobile County in the above styled case, I will proceed to sell to the highest and best bidder, for cash, on APRIL 27, 2026 at the hour of 12:00 pm, at THE COURTHOUSE, GOVERNMENT STREET ENTRANCE TO THE NORTH TOWER OF GOVERNMENT PLAZA., all the right, title and interest of MARY LOZANO, in and to the following described REAL property, to-wit:
LOT 20, MALIBAR HEIGHTS SUBDIVISION, FIFTH UNIT, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 12, PAGE 40, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF THE PROBATE COURT, MOBILE COUNTY, ALABAMA.
Sold subject to existing liens, if any.
PAUL BURCH JR SHERIFF, MOBILE COUNTY
Call News April 1, 8, 15, 2026

PUBLIC HEARING

NOTICE OF PUBLIC MEETING
Title VI Indian Education – Public Hearing
May 1, 2025 at 5:30 p.m.
Meeting will take place at the Choctaw Nation of Indians Tribal Office of the Chief located at 18930 Highway 43, Mt. Vernon, Alabama 36560.
All parents and guardians of Native American Indian Students of Mobile County, Alabama are invited to attend this hearing to discuss next year's grant proposal.
Questions or Concerns:
Chief Darby Weaver
Choctaw Nation of Indians
1-877-4-CHOCTAW (1-877-424-6282)
Call News April 1, 8, 15 2026

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022
NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.
Call News March 25 and April 1, 8, 2026

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Due Date: 4/11/26

Total Balance Due by 4/11/2026

$267.75

VICTORIA BURCH
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DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
04/01/26	CN	Sale	82381	PO: NOTICE OF HEARING Legal Display: 3x10.5"	$267.75			$267.75

Total Charges	$267.75
Discount	
Tax	$0.00
Payments Applied	
Current Invoice Due	$267.75

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Invoice # 134499
Account # 5365

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NOTICE OF HEARING
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AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Legal Display

The Newspaper published the attached legal notice in the issues of
4/1/2026

The sum charged for these publications was $267.75 per week for 1.00 consecutive weeks, a total cost of $267.75.

The sum charged by the newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

Willie Gray
_____ (Publisher)

Sworn to and subscribed before me on this 1st day of April, 2026.

Rhonda Gray
Notary Public _____

My Commission Expires 2/10/2027

Ad ID 82381
EMAIL PAPER COPY

RHONDA GRAY
NOTARY
PUBLIC
Expires:
February 10, 2027
ALABAMA STATE AT LARGE

CALL NEWS

Invoice

Call News
7870 State Street
Citronelle, AL 36522
251-866-5998

Acct # 5365
Invoice # 134500
Invoice Date: 3/25/2026
Due Date: 4/4/26

Total Balance Due by 4/4/2026

$237.51

VICTORIA BURCH
CITY OF MOBILE PLANNING AND ZONING
DEPARTMENT
PO BOX 1827
MOBILE, AL 36633-1827

Date	Pub	Type	Ad ID	Description	Price	Disc	Applied	Total
03/25/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/01/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17
04/08/26	CN	Sale	82382	PO: Amend Appendix A, Public Notice LEGAL:	$79.17			$79.17

Total Charges	$237.51
Discount	
Tax	$0.00
Payments Applied	
Current Invoice Due	$237.51

Please make check payable to Call News
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Please return this portion with your payment.

Invoice

Invoice Date: 3/25/2026
Invoice # 134500
Account # 5365

Amount Enclosed _____

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Call News
7870 State Street
Citronelle, AL 36522

AMEND APPENDIX A
Total Balance Due by 4/4/2026 **$237.51**

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AFFIDAVIT

State of Alabama - MOBILE County

CITY OF MOBILE PLANNING AND ZONING DEPARTMENT
PO BOX 1827
MOBILE AL, 36633-1827

Before me, a notary public in and for the county and state above listed, personally appeared **WILLIE GRAY** (PUBLISHER), who, by me, duly sworn, deposes and says that: My name is **WILLIE GRAY**, I am the Publisher of the Call News ("Newspaper"). The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county in which it is published, and has been mailed under a publication class mailing privilege of the United States Post Office Department for the Post Office of Citronelle, AL, where it is published at least 51 consecutive weeks a year.

I further certify that the attached notice is a true and correct copy of the notice published in said Newspaper.

Public Notice LEGAL

The Newspaper published the attached legal notice in the issues of

3/25/2026

4/1/2026

4/8/2026

The sum charged for these publications was $79.17 per week for 3.00 consecutive weeks, a total cost of $237.51.

The sum charged by the newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

_____ (Publisher)

Sworn to and subscribed before me on this 8th day of April, 2026.

Notary Public _____

My Commission Expires 2/10/2027

Ad ID 82382
EMAIL PAPER COPY
victoria.burch@cityofmobile.gov

RHONDA GRAY NOTARY PUBLIC Expires: February 10, 2027 ALABAMA STATE AT LARGE

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022

NOTICE is hereby given that at 2:00 p.m. on Thursday, April 16, 2026, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A include the establishment of the minor deviation administrative process for staff and applicants, identifies the process for development in SD districts, clarifies curb-cut requirements for access to parking lots from primary and secondary frontages as well as the location of the parking lots in relation to the façade of the principal building, clarifies the screening requirements for surface parking lots and parking structures, reintroduces the screening requirements for rooftop equipment, clarifies the design intent of metal fences, reintroduces signage and façade illustrative graphics, and corrects regulatory text, typographical and reference errors and omissions.

Amendments are proposed to the following Sections of Appendix A:

Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 9. Definitions and Rules of Construction

No amendments are proposed for Section 4. Use Regulations or Section 8. Nonconformities.

The amendments can be viewed on the City of Mobile's website at: https://mapformobile.org/udc/

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to

planning@cityofmobile.gov, submit them through the website noted above, or mail them to Planning and Zoning Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning and Zoning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, April 10, 2026.

Call News March 25 and April 1, 8, 2026

Attachment

C

Appendix A Unified Development Code

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Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70—11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

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

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

(1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).

(2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.

(3) Site plans shall demonstrate compliance with the following sections of the DDD code:

a. Section 4, Use Regulations;

b. Section 3, Zoning Sub-Districts;

c. Section 5, Development Standards;

d. Section 6, Frontage Standards; and

e. Section 8, Nonconformities.

(4) Building design documents shall demonstrate compliance with the following sections of the DDD code:

a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;

b. Section 5.D, Signs; and

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, including any administrative deviations approved in accordance with subsection (d) below.

(2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(f) *Re-Review Following Permitting*

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the

terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

(1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:

a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.

b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district

c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.

e. From the SD-WH sub-district to an adjacent sub-district.

f. To assemble multiple properties in single ownership into one sub-district.

(2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.

(3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.

(4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

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

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

(3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

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

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

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

(1) The director shall review the application and make a decision on the application based on the following criteria:

a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;

b. Whether the demolition will impair the unique character of the DDD;

c. Whether there are redevelopment plans for the site;

d. Whether the redevelopment plans conform to the DDD code;

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

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

(1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:

a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

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

(2) The Board of Adjustment may approve a demolition permit if it determines that:

a. The structure is a hazard to the public health and safety due to its condition; or

b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:

1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

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

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

(a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.

(b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

1. The zoning sub-districts in Table 3.1: Zoning Sub-Districts Established are hereby established:

Table 3.1: Zoning Sub-Districts Established

District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	SD: Special District

2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.

3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.

4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

(a) The primary frontage shall be:

(1) If a property abuts one street, the street that the property abuts;

(2) If a property abuts more than one street, and one of those streets is an A street, the A street; or

(3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.

(b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.

(c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.

(d) On a site with multiple buildings, a principal building shall be designated.

(e) Each floor in a building shall comply with the standards in Table 9.1: Building Floor Height.

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

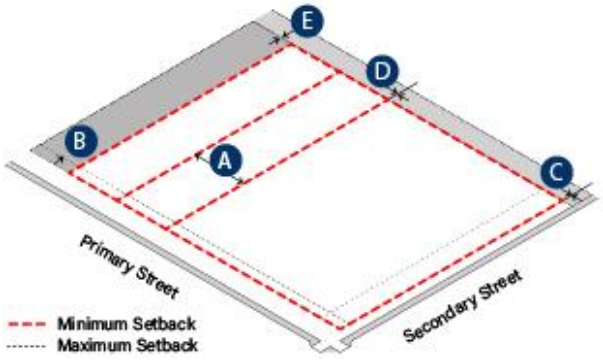
(e) *Dimensional and Intensity Standards*

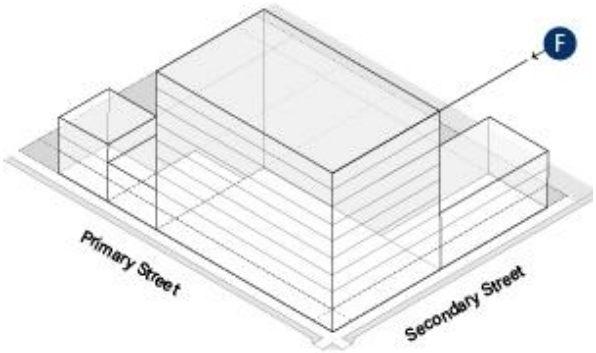
See Table 3.2: T-6 Dimensional and Intensity Standards.

(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		80 feet [4]
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

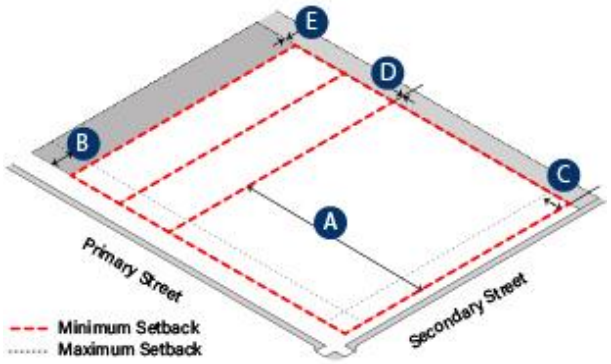
(d) *Permitted Uses*

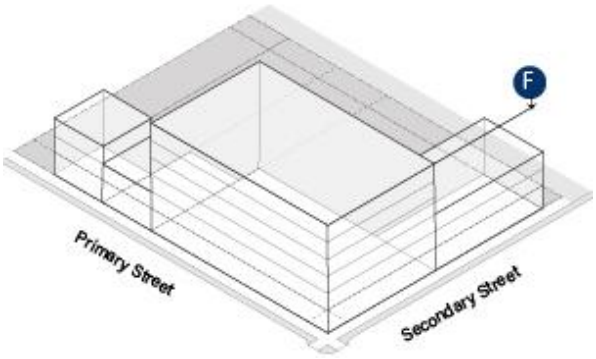
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may be extended an additional 12 feet along Government St.

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.1 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

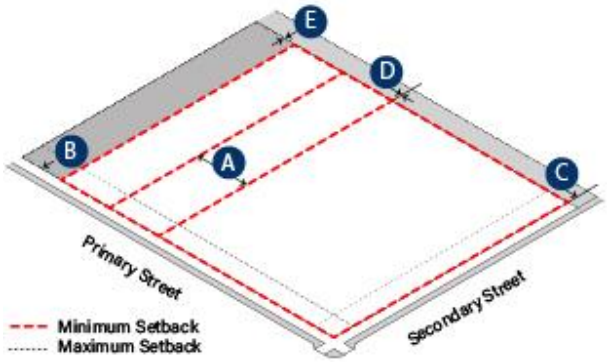
(d) *Permitted Uses*

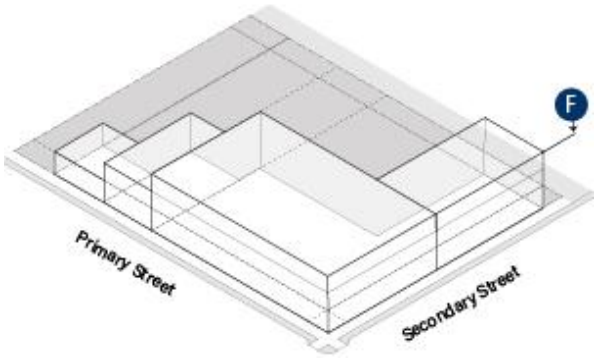
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.
[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

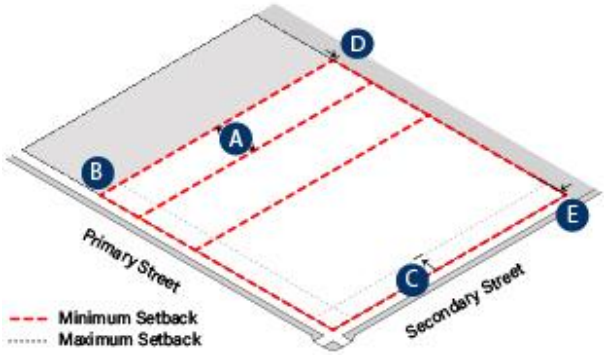
(d) *Permitted Uses*

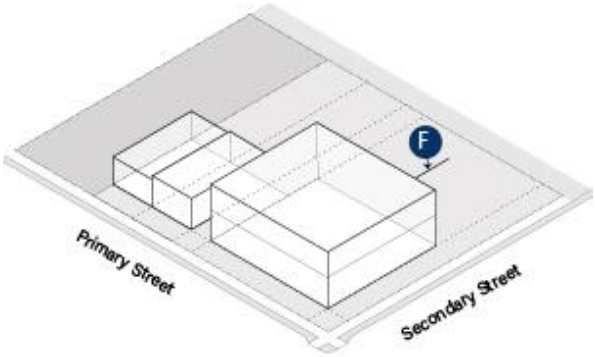
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings is two stories.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

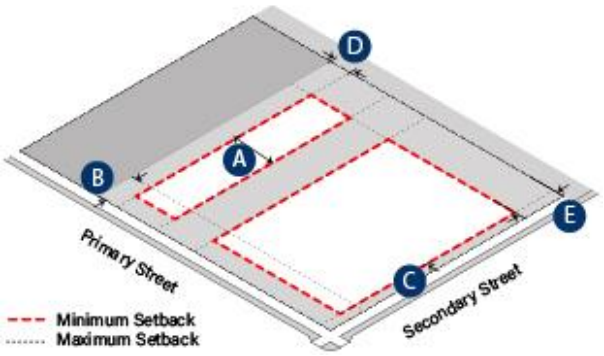
(d) *Permitted Uses*

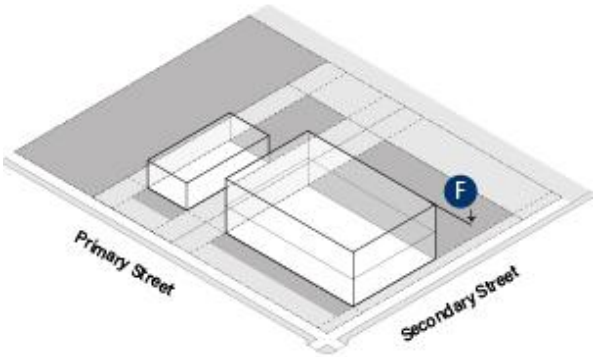
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

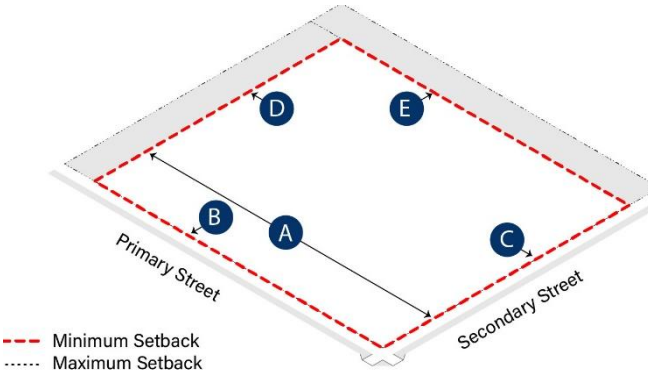
(d) *Permitted Uses*

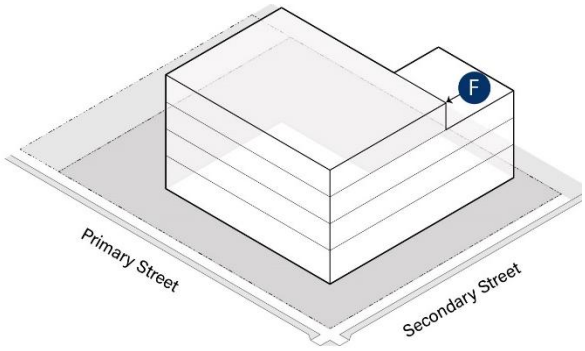
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Table 3.7: Municipal District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		None
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories
Parking structure		60 feet

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

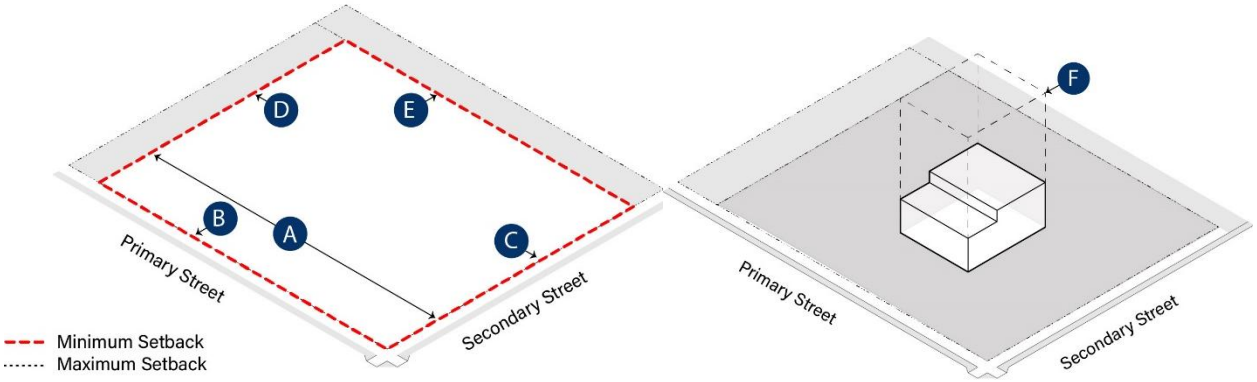
(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Table 3.8: Open District Dimensional and Intensity Standards



Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories

Frontage Types	**● = Permitted**
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

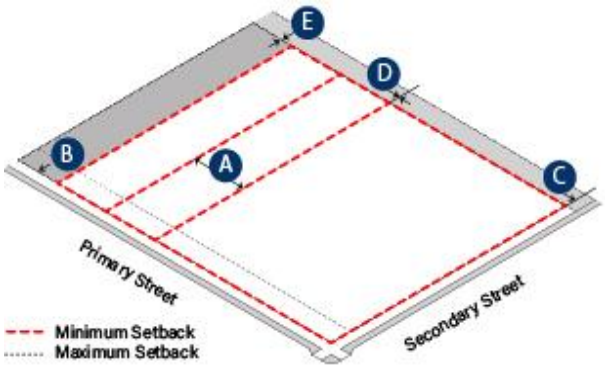
(d) *Permitted Uses*

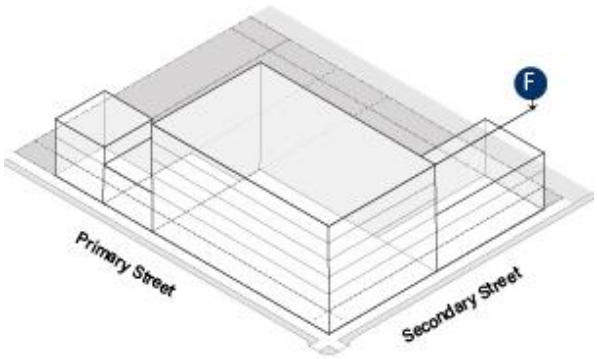
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An "R" in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

2. An "S" in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

3. A "C" in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table

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

Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R[4]	R			R
	Mixed-use Light Manufacturing Component			R	R[4]	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R[4]	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R[4]	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R[4]	R			R
	Produce Growing, Processing & Sales		R	R	R[4]	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R[5]	R			R
	Private Educational Facility (Elementary)		R	R	R[5]	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R[4]	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R[4]	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R[4]	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R[5]	R	R	R[5]	R			R
	Boarding Houses & Dormitories	R[4]	R	R	R[4]	R			R
	Homeless & Emergency Shelter		S	S	S[6]	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]
	Class 2 and 3 Communication Facilities	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	R[3]
	Class 4 Communication Facility			S[3]	S[3]	S[3]	S[3]	S[3]	S[3]
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S[7]	S[7]	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved

2. Reserved

3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.

4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

(a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.

(b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

(c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

(1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.

(2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

(a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.

(b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.

(c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

(a) Off-street parking shall only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

(c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Docks and Service Areas*

Off-street loading docks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

(a) In secondary frontages, towards the rear of the property; or

(b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

a. Five feet of fire hydrants;

b. Four feet of loading zones and bus stop markers;

c. Three feet of driveways and manholes;

d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; , or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) Dumpsters

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.

c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.

d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.

b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

(c) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

(a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

(b) On an improved lot, a fence or wall may be installed with a maximum height of:

(1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;

(2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and

(3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

(a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:

(1) Fences shall be made of wood picket, wood slat, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(2) Walls shall be made of brick, stone, or stucco over masonry.

(b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.

(c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

(b) *Material Standards*

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

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

(1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.

(2) Reverse channel signs may be backlit with neon or LED lights.

(3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

(a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.

(b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

3. *Required Signs*

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. *Residential and Home Office Uses in the T-3 and T-4 Sub-Districts*

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

(a) Signs may not be illuminated.

(b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. *Permitted Signs*

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. See also Figure 5.1: Sign Standard Illustration.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Parking lot sign	●	●	●		●	●	●

● = Permitted ◉ ● = Permitted subject to standards in subsection 6 below

[1] Only permitted along A street.

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per building	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	SD-WH, Municipal, and Open: 8 square feet T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

6. *Sign Specific Standards*

(a) *Sandwich Board*

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) *Marquee*

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) *Upper Building*

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

(1) Two upper building signs may be installed on two separate facades.

(2) The sign shall be installed at least 40 feet above grade

(3) The sign shall comply with the following dimensions:

a. Maximum height of 80 percent of the width of the building wall;

b. Maximum of one horizontal or vertical line of letter or symbols;

c. Maximum font size of eight feet, in any dimension;

d. Maximum logo or emblem size of 10 feet, in any dimension.

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds (⅔) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

Figure 5.1: Sign Standard Illustration



7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established
The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	**Section 6.___**
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.

2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.

3. If buildings have multiple frontages or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			•	•	•	•	•
Terrace		•	•	•	•	•	•
Stoop	•	•	•		•	•	•
Common Entry		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:

   (a) Is between four and eight feet in height;

   (b) Contains openings for vehicular access that are no more than 30 feet in width;

   (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and

   (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.

2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.

3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.

2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.

3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

   (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.

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

   (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:

(1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.

(2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.

(d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

2. *Specific Standards*

(a) *Additions to Existing Buildings in T-3 Sub-District*

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) *Additions to Existing Buildings in T-4 Sub-District*

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

F. Lawn Frontage Type

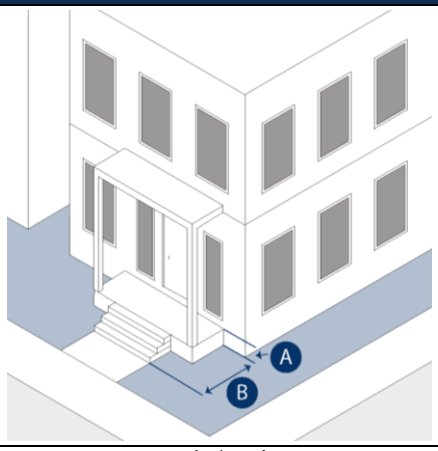
1. *General Characteristics*

In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

2. *Standards*

Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences and Walls									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

G. Terrace Frontage Type

1. *General Characteristics*

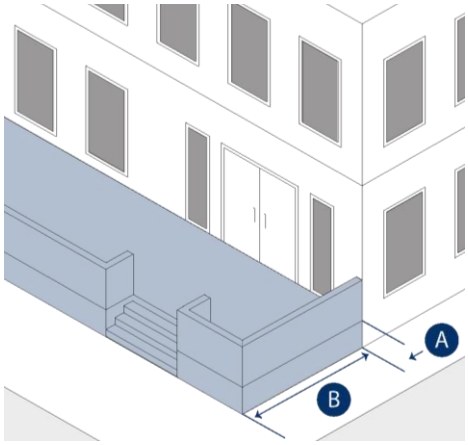
In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways				●					One per secondary entrance, max width 5 ft
Building foundations			●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations



H. Stoop Frontage Type

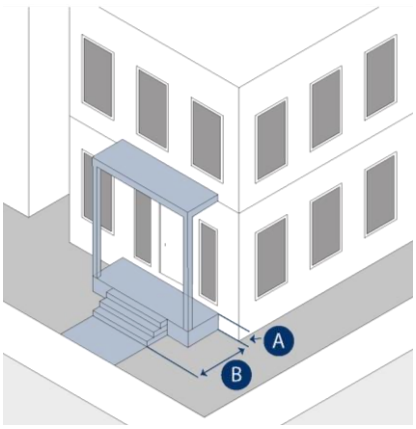
1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided at the primary entrance. Stoops at secondary entrances may be provided
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

I. Common Entry Frontage Type

1. *General Characteristics*

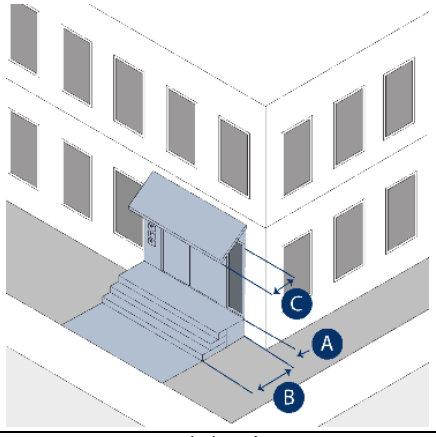
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Table 6.12: Common Entry Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	Ⓐ		●	●				●	n/a | 30 in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	Ⓑ		●	●		●	●	●	May encroach up to property line
Fences and Walls									
General Standards				●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type			●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection	Ⓒ		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing			●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

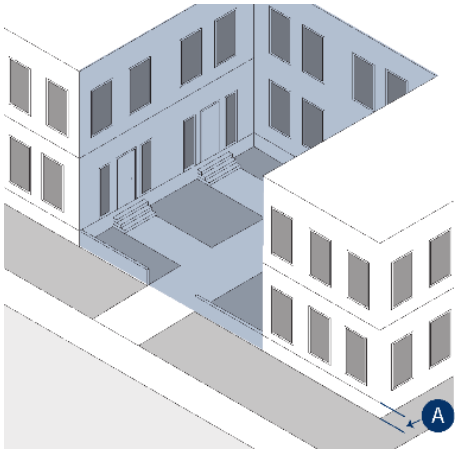
(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features			Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages			●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback			●	●			●	●	●	Set back at least 2 ft from curb
Clearance			●	●			●	●	●	Min 8 ft over sidewalk



K. Vehicular Forecourt Frontage Type

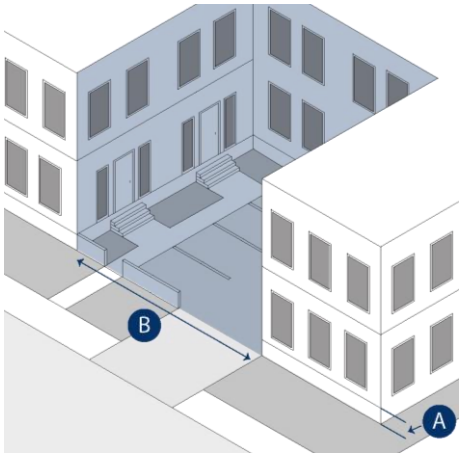
1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehciular Forecourt Frontage Type Standards.

Table 6.14: Vehciular Forecourt Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (max)	A	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●				●	●	●	Principal entrance
Area, max		●				●	●	●	1,600 sq ft
Width, max	B	●				●	●	●	50% of width of facade
Design		●				●	●	●	Bound by building facades on at least two sides
Surfacing		●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning		●				●	●	●	Fabric, fixed or movable
	Canopy									Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection			●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
Awnings, secondary frontages			●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●				●	●	●	Set back at least 2 ft from curb
Clearance			●				●	●	●	Min 8 ft over sidewalk

L. Gallery Frontage Type

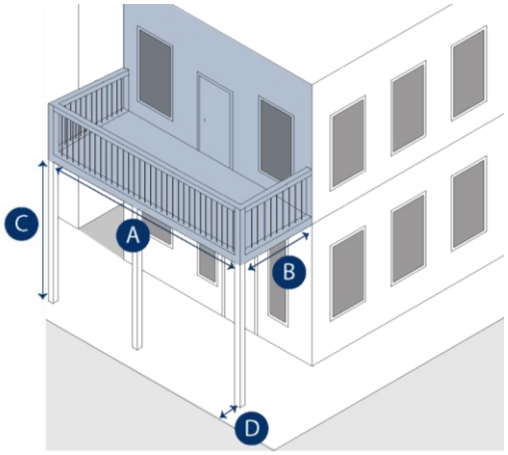
1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. A gallery frontage may include all elements of a shopfront frontage.

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. Upper story columns and railing posts shall align with columns below
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

M. Shopfront Frontage Type

1. *General Characteristics*

(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

Table 6.16: Shopfront Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)			●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Shopfront, design										
Configuration			●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see Figure 6.1: Shopfront Design Illustration)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.

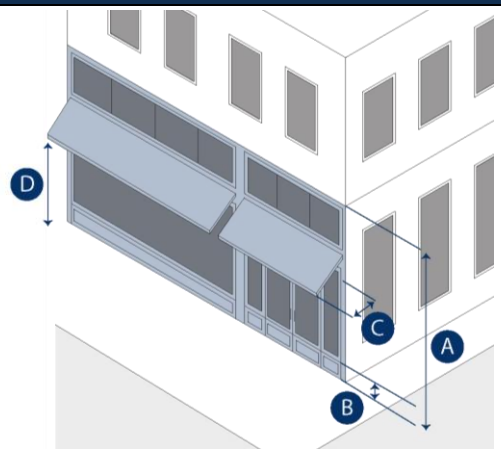


Figure 6.1: Shopfront Design Illustration

	*Cornice:* Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over six stories. *Shaft:* Determined by the building height. *Base:* A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over six stories, the base should extend to the vertical extent of the second story

Section 7. Building Design and Material Standards

A. General Standards

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

2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.

3. A building shall use the following exterior finish materials:

   (a) Wood or cementitious clapboard;

   (b) Shingles;

   (c) Board and batten;

   (d) Stucco;

   (e) Brick;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

(a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.

(b) The standards of this section do not apply to:

(1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or

(2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

(1) Pier and fill-panel construction;

(2) Chain wall construction with panels inset to resemble pier and infill panel construction; or

(3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.

2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.

3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.

5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	[1]	[1]	[1]	[1]	[1]	[1]	[1]
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	

● = Permitted

[1] Build-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

(a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.

(b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

(a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .

(b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.

(c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.

(d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

   A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

   Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

   A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

   A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:

   (a) Stories shall be measured from finished floor to finished ceilings.

   (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height		
Floor and Use	**Floor Height (feet)**	
	Minimum	**Maximum**
Ground floor, residential use	10	18
Ground floor, nonresidential		
SD-WH sub-district	14	25
All other sub-districts	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	**Maximum building height (stories)**	**Maximum parking structure height (feet)**
T-3		
Civic Center site	3	n/a
All other T-3 lands	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
Fronting Bienville Sq	8	60
Fronting west side of Clairborne Street on Civic Center site	16	80
All other T-5.2 lands	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-streets."

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “wall.” A streetscreen is not considered to be a fence for purposes of the DDD.

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

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

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds (⅔) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding

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

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

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

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. A streetscreen is not considered a fence for purposes of the DDD.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See "fence."

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.

Attachment

D

Appendix A Unified Development Code

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Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70—11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

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

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

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Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

(1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).

(2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.

(3) Site plans shall demonstrate compliance with the following sections of the DDD code:

a. Section 4, Use Regulations;

b. Section 3, Zoning Sub-Districts;

c. Section 5, Development Standards;

d. Section 6, Frontage Standards; and

e. Section 8, Nonconformities.

(4) Building design documents shall demonstrate compliance with the following sections of the DDD code:

a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;

b. Section 5.D, Signs; and

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, including any administrative deviations approved in accordance with subsection (d) below.

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(2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with Section 2.B.6, Variance.

Deleted: subsection 6 below

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(f) *Re-Review Following Permitting*

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the

terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

(1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:

a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.

b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district

c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.

e. From the SD-WH sub-district to an adjacent sub-district.

f. To assemble multiple properties in single ownership into one sub-district.

(2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.

(3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.

(4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

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

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

(3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

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

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

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

(1) The director shall review the application and make a decision on the application based on the following criteria:

a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;

b. Whether the demolition will impair the unique character of the DDD;

c. Whether there are redevelopment plans for the site;

d. Whether the redevelopment plans conform to the DDD code;

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

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

(1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:

a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

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

(2) The Board of Adjustment may approve a demolition permit if it determines that:

a. The structure is a hazard to the public health and safety due to its condition; or

b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:

1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

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

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

(a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.

(b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

1. The zoning sub-districts in Table 3.1: Zoning Sub-Districts Established are hereby established:

Table 3.1: Zoning Sub-Districts Established

District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District – Warehouse
SD	SD: Special District

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2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.

3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.

4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

(a) The primary frontage shall be:

(1) If a property abuts one street, the street that the property abuts;

(2) If a property abuts more than one street, and one of those streets is an A street, the A street; or

(3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.

(b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.

(c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.

(d) On a site with multiple buildings, a principal building shall be designated.

(e) Each floor in a building shall comply with the standards in Table 9.1: Building Floor Height.

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

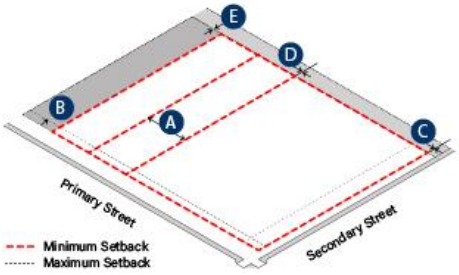
(e) *Dimensional and Intensity Standards*

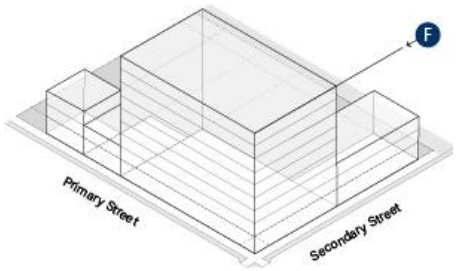
See Table 3.2: T-6 Dimensional and Intensity Standards.

(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		80 feet [4]

Frontage Types	● = Permitted
Lawn	
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

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3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

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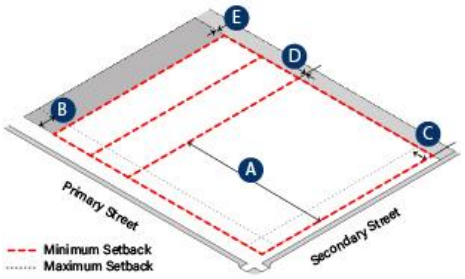
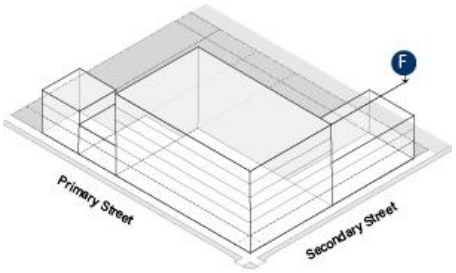
Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.¶

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

[3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may be extended an additional 12 feet along Government St.

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4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.1 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

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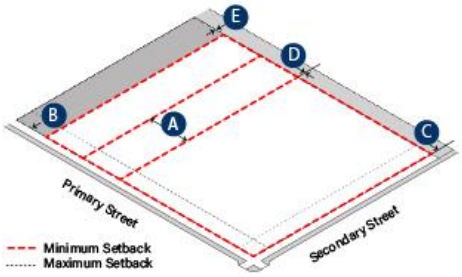
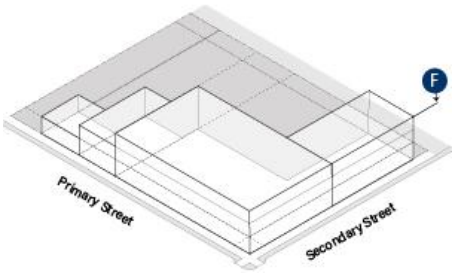
Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[3] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

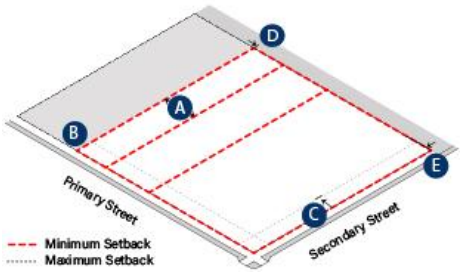
(d) *Permitted Uses*

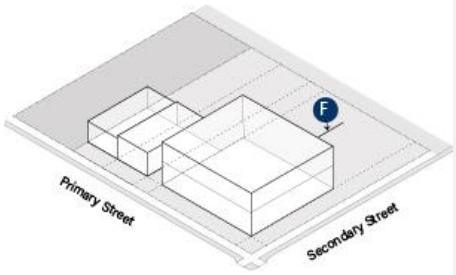
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings is two stories.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

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6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

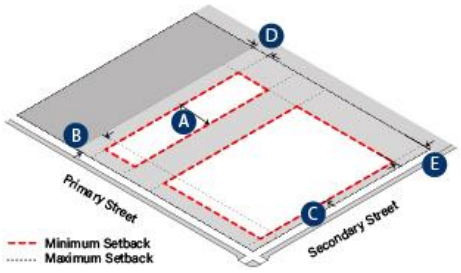
(d) *Permitted Uses*

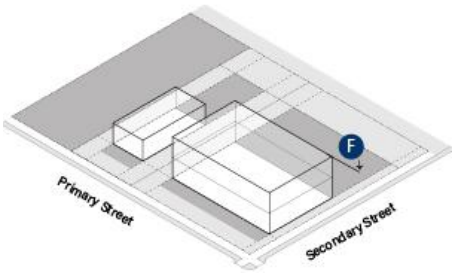
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

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C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

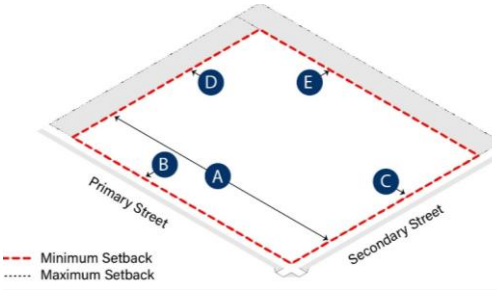
(d) *Permitted Uses*

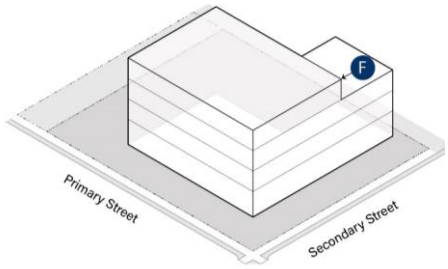
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Table 3.7: Municipal District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		None
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories
Parking structure		60 feet

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

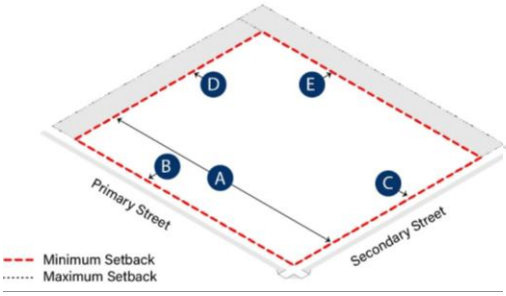
(d) *Permitted Uses*

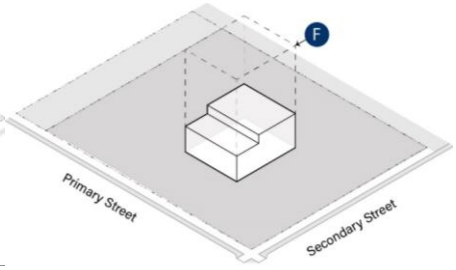
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Table 3.8: Open District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories

Frontage Types	**● = Permitted**
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

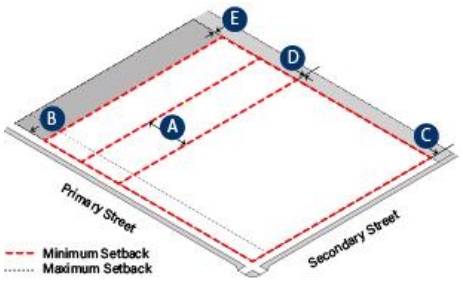
(d) *Permitted Uses*

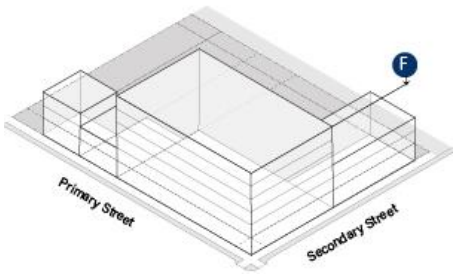
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A. Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Inserted Cells
Inserted Cells

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An "R" in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

2. An "S" in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

3. A "C" in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table

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

Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R[4]	R			R
	Mixed-use Light Manufacturing Component			R	R[4]	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R[4]	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R[4]	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R[4]	R			R
	Produce Growing, Processing & Sales		R	R	R[4]	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R[5]	R			R
	Private Educational Facility (Elementary)		R	R	R[5]	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R[4]	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R[4]	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R[4]	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R[5]	R	R	R[5]	R			R
	Boarding Houses & Dormitories	R[4]	R	R	R[4]	R			R
	Homeless & Emergency Shelter		S	S	S[6]	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]
	Class 2 and 3 Communication Facilities	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	R[3]
	Class 4 Communication Facility			S[3]	S[3]	S[3]	S[3]	S[3]	S[3]
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S[7]	S[7]	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved
2. Reserved
3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.
4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

(a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.

(b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

(c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

(1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.

(2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

(a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.

(b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.

(c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

(a) Off-street parking shall only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

Deleted: where available

(b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

(c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

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Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

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Deleted: parking

(e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Docks and Service Areas*

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Off-street loading docks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

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(a) In secondary frontages, towards the rear of the property; or

(b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

a. Five feet of fire hydrants;

b. Four feet of loading zones and bus stop markers;

c. Three feet of driveways and manholes;

d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; , or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

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(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) Dumpsters

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.

c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.

d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.

b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

(c) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

(a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

(b) On an improved lot, a fence or wall may be installed with a maximum height of:

(1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;

(2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and

(3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

(a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:

(1) Fences shall be made of wood picket, wood slat, or wood lattice, or a wrought iron style made of iron, steel, or aluminum.

(2) Walls shall be made of brick, stone, or stucco over masonry.

(b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.

(c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

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D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

(b) *Material Standards*

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

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

(1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.

(2) Reverse channel signs may be backlit with neon or LED lights.

(3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

(a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.

(b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

3. *Required Signs*

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. *Residential and Home Office Uses in the T-3 and T-4 Sub-Districts*

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

(a) Signs may not be illuminated.

(b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. *Permitted Signs*

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. See also Figure 5.1: Sign Standard Illustration.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	◉●	◉●	◉●		◉●	◉●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	◉●	◉●	◉●		◉●	◉●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	◉●	◉●	◉●		◉●	◉●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	◉●	◉●	◉●		◉●	◉●	●
Parking lot sign	●	●	●		●	●	●

● = Permitted ◉● = Permitted subject to standards in subsection 6 below

[1] Only permitted along A street.

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per building	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	SD-WH, Municipal, and Open: 8 square feet T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

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Deleted: T-

Deleted: [1]

Deleted: [1] Sign may be 8 feet tall on buildings fronting Claiborne Street between Civic Center Drive and Canal Street.

6. *Sign Specific Standards*

(a) *Sandwich Board*

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) *Marquee*

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) *Upper Building*

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

(1) Two upper building signs may be installed on two separate facades.

(2) The sign shall be installed at least 40 feet above grade

(3) The sign shall comply with the following dimensions:

a. Maximum height of 80 percent of the width of the building wall;

b. Maximum of one horizontal or vertical line of letter or symbols;

c. Maximum font size of eight feet, in any dimension;

d. Maximum logo or emblem size of 10 feet, in any dimension.

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds (⅔) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

Figure 5.1: Sign Standard Illustration



7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established
The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	**Section 6.___**
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.

2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.

3. If buildings have multiple frontages or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			•	•	•	•	•
Terrace		•	•	•	•	•	•
Stoop	•	•	•		•	•	•
Common Entry		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	•	•			•	•	•
Vehicular forecourt	•				•	•	•
Gallery	•	•			•	•	
Shopfront	•	•	•		•	•	•
• = Permitted							

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C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:

   (a) Is between four and eight feet in height;

   (b) Contains openings for vehicular access that are no more than 30 feet in width;

   (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and

   (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.

2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.

3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.

2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.

3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

   (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.

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

   (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:

(1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.

(2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.

(d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

2. *Specific Standards*

(a) *Additions to Existing Buildings in T-3 Sub-District*

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) *Additions to Existing Buildings in T-4 Sub-District*

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

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(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

F. Lawn Frontage Type

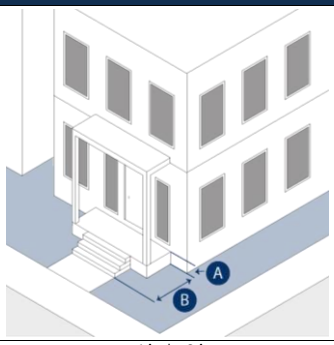
1. *General Characteristics*

In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

2. *Standards*

Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences and Walls									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel, or aluminum. Walls: brick, stone, or stucco over masonry.
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations

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G. Terrace Frontage Type

1. *General Characteristics*

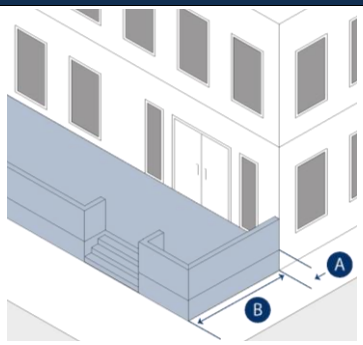
In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways					●				One per secondary entrance, max width 5 ft
Building foundations				●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations



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H. Stoop Frontage Type

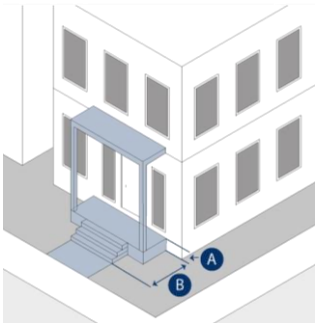
1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided at the primary entrance. Stoops at secondary entrances may be provided
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

I. Common Entry Frontage Type

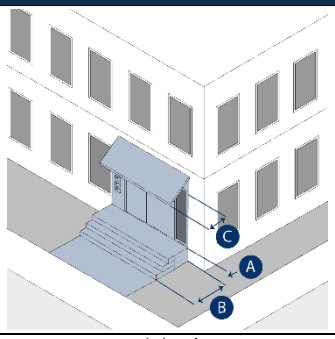
1. *General Characteristics*

In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Table 6.12: Common Entry Frontage Type Standards

Site features			Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●				●	n/a | 30 in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	B		●	●		●	●	●	May encroach up to property line
Fences and Walls									
General Standards				●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type			●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection	C		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing			●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

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J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

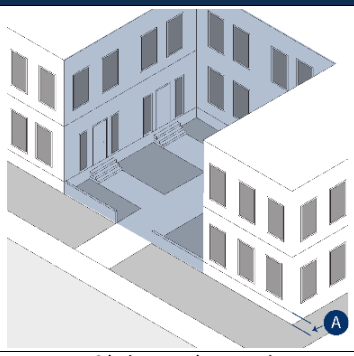
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Table 6.13: Pedestrian Forecourt Frontage Type Standards



Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●	●			●	●	●	Principal entrance
Area, max		●	●					●	600 sq ft
						●	●		1,600 sq ft
Design		●	●			●	●	●	Bound by building facades on at least two sides
Build out		●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and Type	Awning	●	●			●	●	●	Fabric, fixed or movable
	Canopy	●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor	●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection		●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages		●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback		●	●			●	●	●	Set back at least 2 ft from curb
Clearance		●	●			●	●	●	Min 8 ft over sidewalk

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May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere

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K. Vehicular Forecourt Frontage Type

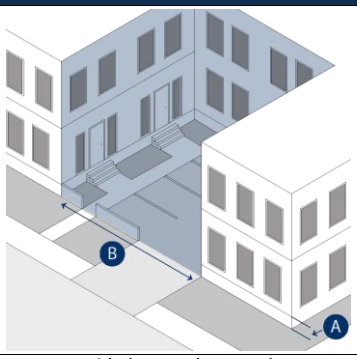
1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehciular Forecourt Frontage Type Standards.

Table 6.14: Vehciular Forecourt Frontage Type Standards

Site features		Sub-districts T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (max)	A	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●				●	●	●	Principal entrance
Area, max		●				●	●	●	1,600 sq ft
Width, max	B	●				●	●	●	50% of width of facade
Design		●				●	●	●	Bound by building facades on at least two sides
Surfacing		●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning	●				●	●	●	Fabric, fixed or movable
	Canopy								Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
Awnings, secondary frontages		●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback		●				●	●	●	Set back at least 2 ft from curb
Clearance		●				●	●	●	Min 8 ft over sidewalk

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L. Gallery Frontage Type

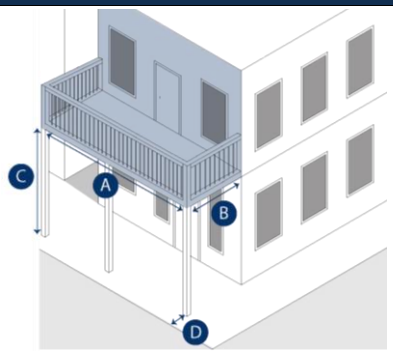
1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. A gallery frontage may include all elements of a shopfront frontage.

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. Upper story columns and railing posts shall align with columns below
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

Deleted: Fences and Walls

M. Shopfront Frontage Type

1. *General Characteristics*

(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

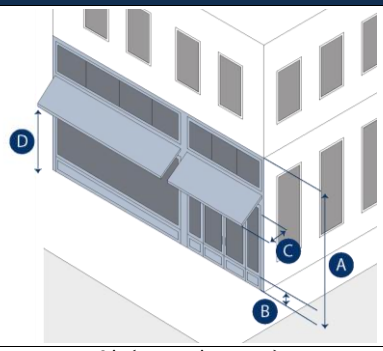
2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

Table 6.16: Shopfront Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)		●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Shopfront, design									
Configuration		●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see Figure 6.1: Shopfront Design Illustration)
Height (min)	A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)	B	●	●	●				●	18 in | 30 in
Transom windows, configuration		●	●	●				●	Include dividing muntins and no signage
Signs		●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry		●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage									
Transparency of shopfront area, min.		●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min — Primary frontage		●	●	●		●	●	●	80 percent of frontage length
Coverage, min — Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]									
Material and type — Awning		●	●	●		●	●	●	Fabric, fixed or movable
Material and type — Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span — Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
Awnings, primary frontage, span — Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection	C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback		●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance	D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.



Commented [GG1]: Definte terms

Deleted: FIGURE A-10.a)

Deleted: Gallery, materials

Figure 6.1: Shopfront Design Illustration



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

Shaft: Determined by the building height.

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

Section 7. Building Design and Material Standards

A. General Standards

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

2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.

3. A building shall use the following exterior finish materials:

   (a) Wood or cementitious clapboard;

   (b) Shingles;

   (c) Board and batten;

   (d) Stucco;

   (e) Brick;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

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B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

(a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.

(b) The standards of this section do not apply to:

(1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or

(2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

(1) Pier and fill-panel construction;

(2) Chain wall construction with panels inset to resemble pier and infill panel construction; or

(3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.

2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.

3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.

5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	[1]	[1]	[1]	[1]	[1]	[1]	[1]
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	

● = Permitted

[1] Build-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

(a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.

(b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

(a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .

(b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.

(c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.

(d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

   A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

   Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

   A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

   A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:

   (a) Stories shall be measured from finished floor to finished ceilings.

   (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height		
Floor and Use	**Floor Height (feet)**	
	Minimum	**Maximum**
Ground floor, residential use	10	18
Ground floor, nonresidential		
SD-WH sub-district	14	25
All other sub-districts	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

Deleted: .

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	**Maximum building height (stories)**	**Maximum parking structure height (feet)**
T-3		
Civic Center site	3	n/a
All other T-3 lands	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
Fronting Bienville Sq	8	60
Fronting west side of Clairborne Street on Civic Center site	16	80
All other T-5.2 lands	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-streets."

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See "wall." A streetscreen is not considered to be a fence for purposes of the DDD.

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

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

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds (⅔) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding

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

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

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

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. A streetscreen is not considered a fence for purposes of the DDD.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See "fence."

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.

Attachment

E

Mobile Planning Commission Results Agenda
April 16, 2026 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman	x	Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
x	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
x	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
x	Mr. Larry Dorsey	x	Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Butch Ladner, George Davis, Victoria Burch, Doug Anderson, Stephen Guthrie, Logan Anderson, Bert Hoffman, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Jay Stubbs. Second by Matt Anderson. Adopted.

NEW ITEMS

1. SUB-003653-2026

Location: 4103 Moffett Road
Subdivision Name: Brown Square Subdivision
Applicant / Agent: Robert Brown, R & G Brown Properties, Inc. (Joseph N. Asarisi, Asarisi & Associates, LLC, Agent)
Council District: District 1
Proposal: Subdivision of 1 lot; 1.1± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

Motion to amend the approval to waive Section 6.B.9. of the Subdivision Regulations by Matt Anderson. Second by Jay Stubbs. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
2. Revision of the plat to illustrate a 25-foot front yard setback along Moffett Road, in compliance with Article 2, Section 64-2-14.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations.
3. Provision of a note on the Final Plat stating the site shall comply with the residential protection buffer requirements of Article 3, Section 64-3-8.A. of the Unified Development Code;
4. Compliance with all Engineering comments noted in the staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report; and,
7. Compliance with all Fire Department comments noted in the staff report.

2. SUB-003661-2026

Location: 4250 Dauphin Island Parkway
Subdivision Name: Perch Creek Subdivision
Applicant / Agent: McCrory & Williams, Inc., Agent
Council District: District 2
Proposal: Subdivision of 1 lot; 4.75± acres

Motion to approve by Matt Anderson. Second by Jennifer Denson. Approved.

After discussion the Planning Commission waived Section 6.C.7. of the Subdivision Regulations (for excess street frontage) and Tentatively Approved the request, subject to the following conditions:

1. Revision of the plat to illustrate right-of-way dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Revision of the plat to illustrate right-of-way dedication sufficient to provide 30 feet from the centerline of Winston Road;
3. Revision of the plat to illustrate right-of-way dedication sufficient to provide 25 feet from the centerline of Winston Lane;
4. Dedication of the corner radius at the intersection of Dauphin Island Parkway and Winston Road in compliance with Section 6.C.6. of the Subdivision Regulations;
5. Retention of the 25-foot corner radius at the intersection of Winston Road and Winston Lane;
6. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat providing the same information, adjusted for any required dedication;
7. Retention of the 25-foot front yard setback along Dauphin Island Parkway, adjusted for any required dedication;
8. Revision of the plat to illustrate a 25-foot front yard setback along Winston Road and Winston Lane, in compliance with Article 2, Section 64-2-10.E. of the Unified

Development Code and Section 6.C.8. of the Subdivision Regulations, adjusted for any required dedication.

9. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without the permit permission of the easement holder;
10. Placement of a note on the Final Plat stating that the future development of the site is subject to the Peninsula Overlay provisions of Article 12 of the Unified Development Code;
11. Compliance with all Engineering comments noted in the staff report;
12. Compliance with all Traffic Engineering comments noted in the staff report;
13. Compliance with all Urban Forestry comments noted in the staff report; and,
14. Compliance with all Fire Department comments noted in the staff report.

3. SUB-003662-2026

Location: 2590 Dauphin Island Parkway
Subdivision Name: DIP-Triangle Subdivision
Applicant / Agent: McCrory & Williams, Inc., Agent
Council District: District 2
Proposal: Subdivision of 1 lot; 1.85± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Illustration of the 100-foot right-of-way width along Dauphin Island Parkway or dedication sufficient to provide 50 feet from the centerline of Dauphin Island Parkway;
2. Retention of the lot's size in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;
3. Retention of the 25-foot minimum building setback line along Dauphin Island Parkway, adjusted for any required dedication;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

4. SUB-003674-2026

Location: 4047 Dawson Drive
Subdivision Name: Shreves Estates Subdivision
Applicant / Agent: Jason Shreves
Council District: District 4
Proposal: Subdivision of 1 lot; 0.34± acres

Motion to approve by Matt Anderson. Second by Harry Brislin. Approved.

After discussion the Planning Commission waived Section 6.B.9. of the Subdivision Regulations (for substandard right-of-way) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Dawson Drive, as depicted on the preliminary plat;
2. Provision of the lot's size in both square feet and acres as a label on the Final Plat, or provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along Dawson Drive, in compliance with Section 64-2-5.E. of the Unified Development Code and Section 6.C.8. of the Subdivision Regulations;
4. Removal of all side and any rear yard setbacks from the Final Plat;
5. Provision of a note on the Final Plat stating no structure shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report; and,
9. Compliance with all Fire Department comments noted in the staff report.

5. SUB-003660-2026

Location:	7380 Zeigler Circle South & 620 Zeigler Circle West
Subdivision Name:	Resubdivision of Lots 44 & 46, Revised Zeigler Airport Commercial Park Subdivision
Applicant / Agent:	Kari Givens, Byrd Surveying, Inc.
Council District:	District 7
Proposal:	Subdivision of 2 lots; 2.09± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission waived Section 6.C.9. of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot-wide rights-of-way along Zeigler Circle South and Zeigler Circle West on the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the provision of a table on the Final Plat providing the same information;
3. Retention of the 25-foot front yard setback along all street frontages, in compliance with Article 2, Section 64-2-16.E. of the UDC and Section 6.C.8. of the Subdivision Regulations;
4. Retention of a note on the Final Plat stating no structures shall be constructed within any easement without permission from the easement holder;
5. Compliance with all Engineering comments noted in the staff report;

6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

6. SUB-003675-2026

Location: 3000 Bryant Road
Subdivision Name: Resubdivision of the Resubdivision of Revised Bucci Subdivision
Applicant / Agent: Johana A. Bucci (Keri Coumanis, Helmsing Leach, P.C., Agent)
Council District: District 3
Proposal: Subdivision of 2 lots; 2.48± acres

Kirk Mattei recused.

Motion to holdover by Jay Stubbs. Second by Jennifer Denson. Heldover until the June 18, 2026, meeting.

After discussion the Planning Commission heldover the request until the June 18th meeting to allow the applicant time to make one of the following revisions, with associated application and notification fees submitted by May 18th, as necessary:

1. Either revise the plat to depict three (3) lots;
2. Submit a Use Variance application to allow multiple dwellings on a single building lot; or
3. Obtain a Demolition Permit for one of the dwellings on the proposed Lot 2.

7. SUB-003667-2026

Location: 258 North Hamilton Street
Subdivision Name: Resubdivision of Hampton Park at Downtown North Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.
Council District: District 2
Proposal: Subdivision of 3 lots; 0.26± acres

Motion to approve by Harry Brislin. Second by Matt Anderson. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 50-foot-wide right-of-way along North Hamilton Street, as depicted on the preliminary plat;
2. Retention of the 50-foot-wide right-of-way along North Franklin Street, as depicted on the preliminary plat;
3. Retention of the lot sizes in both square feet and acres, in compliance with Section 5.A.2.(3)(3) of the Subdivision Regulations;

4. Revision of the Final Plat to illustrate the maximum allowable building setback of twelve feet (12') along both street frontages;
5. Provision of a note on the Final Plat stating that Lot 2-A is limited to one (1) curb cut access to North Franklin Street;
6. Provision of a note on the Final Plat stating that Lots 1-A and 1-B are not allowed a curb cut;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

8. SUB-003672-2026

Location: 1111 Government Street
Subdivision Name: Oakleigh Row Subdivision
Applicant / Agent: Stephen Howle, SPH Holdings, LLC
Council District: District 2
Proposal: Subdivision of 4 lots; 1.05± acres

Motion to approve by Jennifer Denson. Second by Matt Anderson. Approved.

After discussion the Planning Commission waived Section 6.C.2.(b)(4) of the Subdivision Regulations (for substandard lot width) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 100-foot-wide right-of-way along Government Street on the Final Plat;
2. Retention of the 50-foot-wide right-of-way along Church Street on the Final Plat;
3. Retention of the lot numbers on the Final Plat;
4. Revision of the plat to add a note stating that the site shall comply with the provisions of the Historic District Overlay (HDO) in Article 14 of the Unified Development Code, including the front yard dimensional standards for lots in the HDO;
5. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
6. Placement of a note on the Final Plat stating that approvals from the Historic Development Department/Architectural Review Board are required prior to the issuance of any development permits;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and
10. Compliance with all Fire Department comments noted in the staff report.

9. SUB-003658-2026

Location: 1617 Brill Road
Subdivision Name: Nigzhel Christopher Landing Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.

Council District: District 3
Proposal: Subdivision of 5 lots; 1.45± acres

Motion to approve by Matt Anderson. Second by Larry Dorsey. Approved.

After discussion the Planning Commission waived Section 6.C.9.(a) of the Subdivision Regulations (for lot design) and Tentatively Approved the request, subject to the following conditions:

1. Retention of the 50-foot right-of-way width along Brill Road;
2. Retention of the lot sizes in both square feet and acres, or provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot minimum building setback line along Brill Road where each lot is at least 60 feet wide;
4. Placement of a note on the Final Plat stating the site is within the Peninsula Overlay and development or redevelopment of the site is subject to the applicable provisions of Article 12 of the Unified Development Code;
5. Compliance with all Engineering comments noted in the staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report; and,
8. Compliance with all Fire Department comments noted in the staff report.

10.SUB-003673-2026

Location: 4038 Leighton Place Drive
Subdivision Name: Leighton Village Subdivision, Phase III
Applicant / Agent: 195, LLC
Council District: District 4
Proposal: Subdivision of 15 lots; 4.23± acres

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission Tentatively Approved the request subject to the following conditions:

1. Retention of the 60-foot radius (120-foot diameter) cul-de-sac on the Final Plat;
2. Retention of the proposed street extension name and 50-foot right-of-way width label, and labeling as a public right-of-way on the Final Plat;
3. Retention of lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of the setback data and site coverage data in the Site Data table on the Final Plat (20-foot front yard, 7-foot side yards, 10-foot rear yards, and 50% site coverage);

5. Retention of Note #10 on the Final Plat stating that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
6. Retention of Note #12 on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report; and,
10. Compliance with all Fire Department comments noted in the staff report.

11.ZON-UDC-003666-2026

Location:	East Side of Tacon Street, 267±' North of Cameron Street
Applicant / Agent:	Christopher J. Hughes
Council District:	District 1
Proposal:	Rezoning from Single-Family Residential Urban District (R-1) to Community Business Urban District (B-3)

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Urban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Urban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

12.SUB-003671-2026 & MOD-003668-2026

Location:	4630, 4700, and 4960 Dauphin Island Parkway
Subdivision Name:	Perch Creek - Dockside Marina Subdivision
Applicant / Agent:	Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent)
Council District:	District 3
Proposal:	Subdivision of 2 lots, 19.8± acres; and request to terminate a previously approved Planned Unit Development allowing multiple buildings on a single building site.

Subdivision: Motion to holdover by Jay Stubbs. Second by Matt Anderson. Heldover until the May 21, 2026, meeting.

After discussion the Planning Commission heldover the request to the May 21st meeting to allow the applicant time to submit a concurrent rezoning application to remove the condition limiting development of the site to an approved Planned Unit Development.

PUD Termination: At the applicant's request the application was withdrawn from consideration.

OTHER BUSINESS

Public Hearing to consider additional amendments to Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Motion to approve by Matt Anderson. Second by Nick Amberger. Approved.

Review of Minutes from the following Planning Commission meetings:

- September 18, 2025
- October 16, 2025

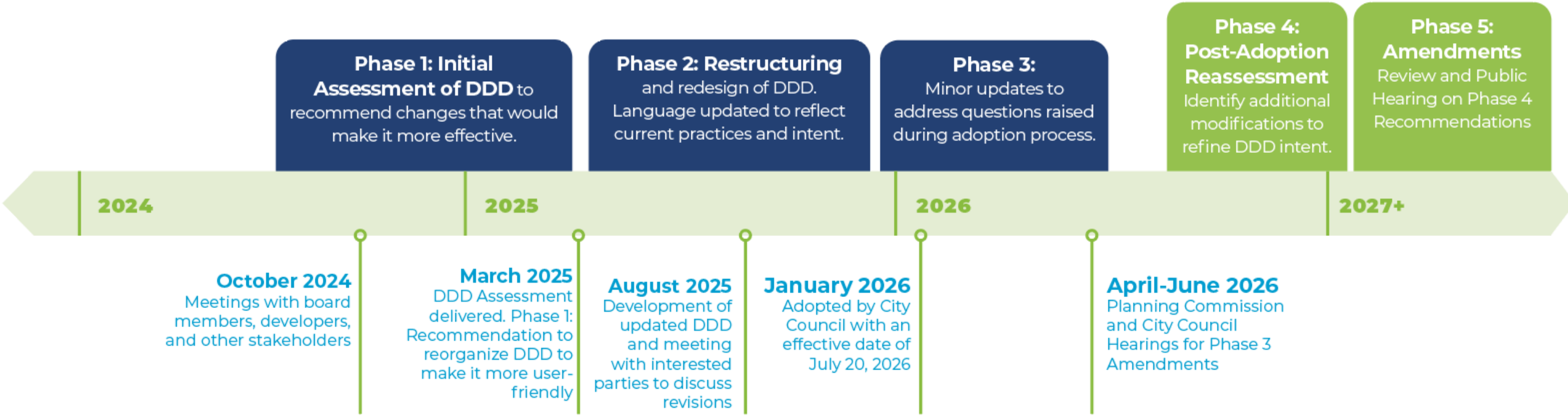
Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

DDD update

April 16, 2026



PROJECT OVERVIEW



UPDATES SINCE JANUARY 2026

Throughout

- Corrected missing cross-references and typographical errors

Section 2 — Administrative Procedures

- Reintroduced a procedure for administrative deviations, clarifying the Director's existing authority to approve minor deviations during plan review

Section 3 — Zoning Sub-Districts

- Clarified that land in the SD: Special District must be rezoned before development may commence
- Added cross-references to parking structure height exceptions in T-6, T-5.2, and T-5.1 standards tables

UPDATES SINCE JANUARY 2026

Section 5 — Development Standards

- Added omitted regulations regarding the placement of surface parking lots in relation to the primary façade
- Clarified curb-cut and vehicular access requirements for primary and secondary frontages
- Clarified that parking lot screening requirements differ by A-street and B-street frontage for parking structures
- Added omitted regulations for rooftop equipment visibility and parking structure height exceptions
- Updated Figure 5.1 for consistency with sign regulations

UPDATES SINCE JANUARY 2026

Section 6 — Frontage Standards

- Added omitted walkway standards for the Lawn Frontage type
- Clarified that stoops are permitted at secondary entrances under the Stoop Frontage type
- Clarified that Gallery Frontage may incorporate all elements of the Shopfront Frontage
- Added omitted paving allowances for Common Entry and Gallery Frontage in applicable sub-districts
- Added omitted Shopfront Frontage standards applicable in T-5
- Added omitted transparency exceptions for certain SD-WH frontages
- Clarified additional walkway width allowance for additions to existing buildings in T-5 with a stoop or common entry frontage

UPDATES SINCE JANUARY 2026

Section 9 — Definitions

- Clarified that a streetscreen is not considered a fence for purposes of the DDD

NEXT STEPS

1. **Adoption of Phase 3:** Rollout of new application material
2. **Assessment Phase 4:** Consider updates to standards or policies
3. **Update Phase 5:** Process and details to be determined



Questions



Attachment

F

Appendix A Unified Development Code

Contents

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Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70—11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

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

2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in Section 9.B, Definitions, and definitions in the UDC. The definitions in Section 9.B shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

(1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).

(2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.

(3) Site plans shall demonstrate compliance with the following sections of the DDD code:

a. Section 4, Use Regulations;

b. Section 3, Zoning Sub-Districts;

c. Section 5, Development Standards;

d. Section 6, Frontage Standards; and

e. Section 8, Nonconformities.

(4) Building design documents shall demonstrate compliance with the following sections of the DDD code:

a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;

b. Section 5.D, Signs; and

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

(1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code, including any administrative deviations approved in accordance with subsection (d) below.

(2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.

(3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with Section 2.B.6, Variance.

(d) *Administrative Deviations*

(1) During the administrative review process, the director may approve applications that contain the following minor deviations from the standards in the DDD code, provided the director determinates the deviations are consistent with the purpose of the DDD in Section 1.A, Purpose, and will not cause a significant negative impact on nearby properties and uses:

a. An increase or decrease of no more than 15 percent in the numerical standards that apply to awnings, balconies, canopies, galleries, stoops, terraces, and signs;

b. A decrease of no more than five percentage points in minimum transparency requirements;

c. Use alternative building materials not listed in Section 7, Building Design and Material Standards, provided the applicant has provided documentation the alternative building materials are considered equivalent or better than the approved building materials in terms of durability (the use of regionally-available materials is preferred); or

d. Request the use of understory trees in lieu of overstory trees for parking lot interior plantings in accordance with Section 5.B.1, Parking Lot Landscaping, to accommodate below-ground or above-ground utilities or dimensional site constraints.

(2) Notwithstanding subsection (1) above, the director may not authorize any other deviations from the standards in the DDD code, including the lot size, setback, or building height standards.

(e) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(f) *Re-Review Following Permitting*

(1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

(2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the

terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.

(3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

(1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:

a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.

b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district

c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.

e. From the SD-WH sub-district to an adjacent sub-district.

f. To assemble multiple properties in single ownership into one sub-district.

(2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.

(3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.

(4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

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

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

(3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

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

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

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

(1) The director shall review the application and make a decision on the application based on the following criteria:

a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;

b. Whether the demolition will impair the unique character of the DDD;

c. Whether there are redevelopment plans for the site;

d. Whether the redevelopment plans conform to the DDD code;

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

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

(1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:

a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

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

(2) The Board of Adjustment may approve a demolition permit if it determines that:

a. The structure is a hazard to the public health and safety due to its condition; or

b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:

1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

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

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

(a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.

(b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

1. The zoning sub-districts in Table 3.1: Zoning Sub-Districts Established are hereby established:

Table 3.1: Zoning Sub-Districts Established

District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District—Warehouse
SD	SD: Special District

2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.

3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.

4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

5. Land within an SD district is required to be rezoned to another zoning sub-district, in accordance with Section 2.B.2, Regulating Plan Amendment, before development may commence on the land.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

(a) The primary frontage shall be:

(1) If a property abuts one street, the street that the property abuts;

(2) If a property abuts more than one street, and one of those streets is an A street, the A street; or

(3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.

(b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.

(c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.

(d) On a site with multiple buildings, a principal building shall be designated.

(e) Each floor in a building shall comply with the standards in Table 9.1: Building Floor Height.

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

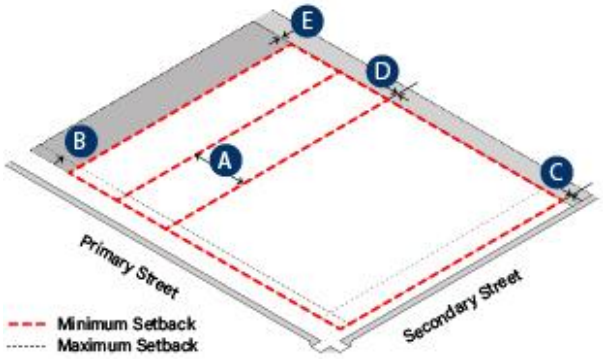
(e) *Dimensional and Intensity Standards*

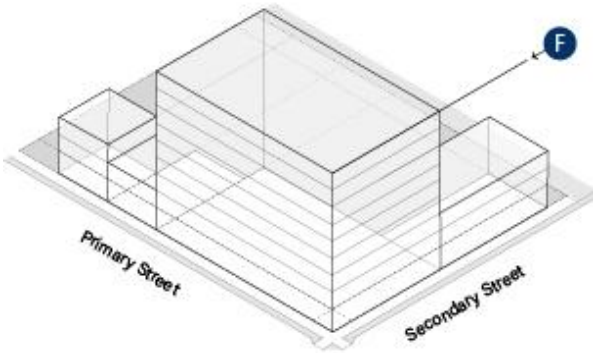
See Table 3.2: T-6 Dimensional and Intensity Standards.

(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Table 3.2: T-6 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | No maximum
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [2] [3]
Secondary frontage (ft), min | max	C	0 | 12
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	No maximum [1]
Parking structure		80 feet [4]
Frontage Types	● = Permitted	
Lawn		
Terrace		
Stoop	●	
Common Entry		
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

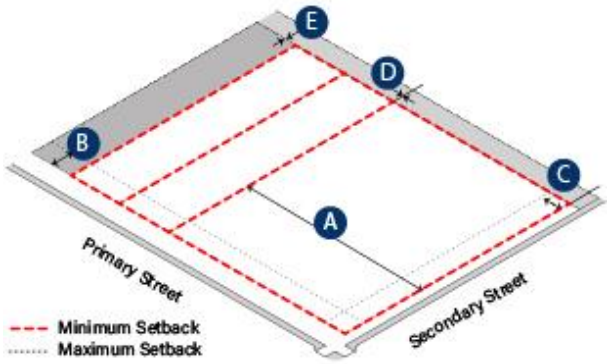
(d) *Permitted Uses*

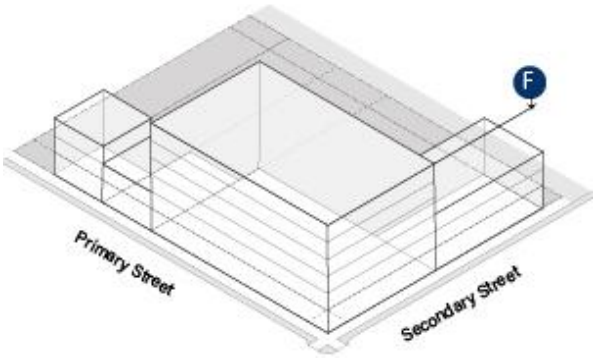
See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

Table 3.3: T-5.2 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 5 [3]
Secondary frontage (ft), min | max	C	0 | 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	5 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere. See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

[3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may be extended an additional 12 feet along Government St.

4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.1 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

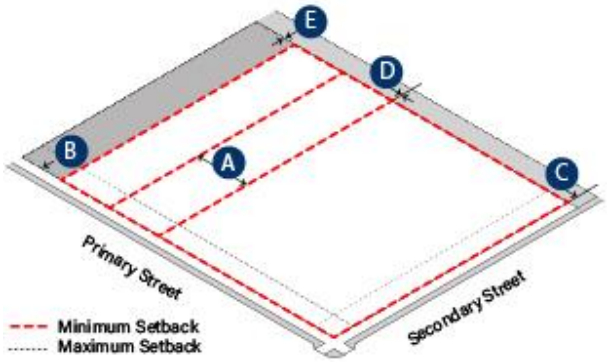
(d) *Permitted Uses*

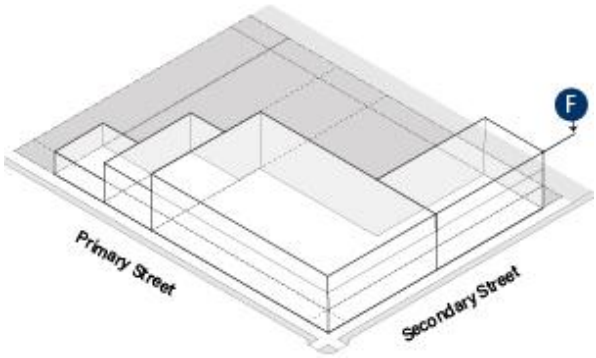
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

Table 3.4: T-5.1 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	14 | 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet [3]
Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.
[3] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

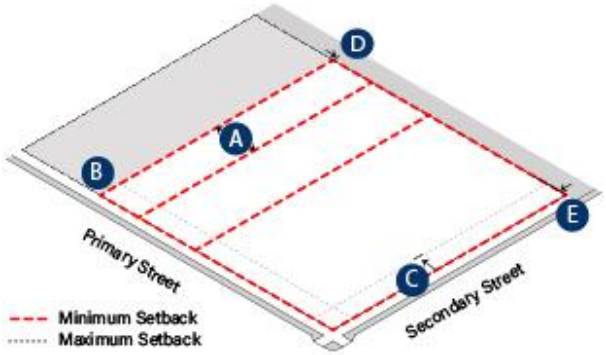
(d) *Permitted Uses*

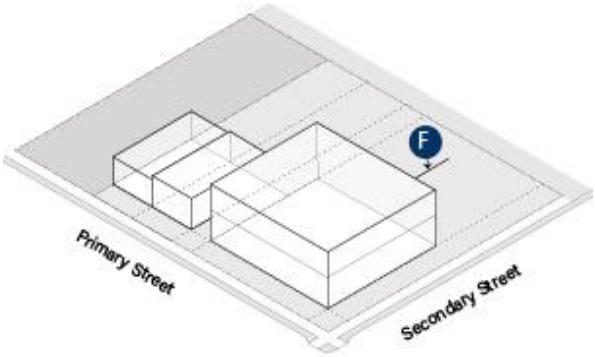
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Table 3.5: T-4 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	18 | 120
Building per lot, max		3
Building coverage (% of site), max		75

Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 12 [2]
Secondary frontage (ft), min | max	C	0 | 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings	
Primary frontage (ft), min	To rear of the facade
Secondary frontage (ft), min	To rear of the facade
Side (ft), min	No minimum
Rear (ft), min	No minimum

Building Form		
Height, max	F	2 stories [1]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	
Vehicular forecourt	
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings is two stories.
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

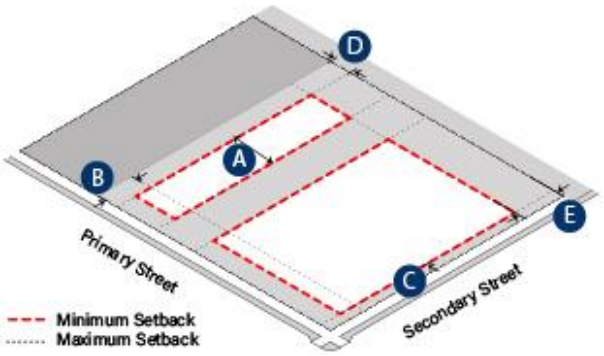
(d) *Permitted Uses*

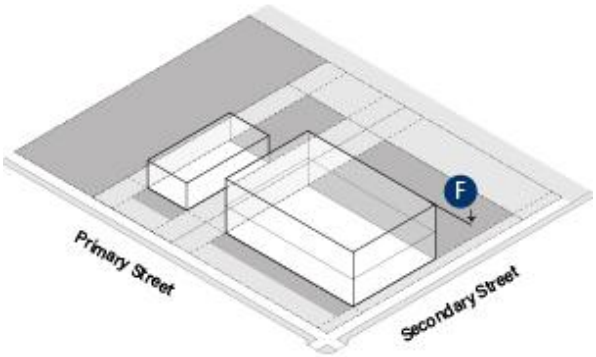
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Table 3.6: T-3 Dimensional and Intensity Standards





Site features		
Lot area (sf), min		No minimum
Lot width (ft), min | max	A	40 | 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 | 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min | max	B	10 | 18 [1] [3]
Secondary frontage (ft), min | max	C	5 | No maximum [3]
Side (ft), min	D	10 [3]
Rear (ft), min	E	20 [3]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [2]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	
Common Entry	
Pedestrian forecourt	
Vehicular forecourt	
Gallery	

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[2] The maximum height of outbuildings is two stories.

[3] Along the east side of Lawrence Street between Canal Street and Civic Center, Drive, the primary frontage and secondary frontage setbacks shall not exceed 12 feet, and the side and rear setback minimums do not apply provided fire rating requirements are met.

C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

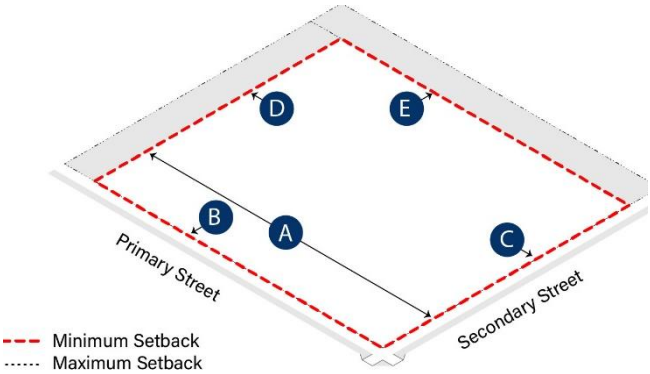
(d) *Permitted Uses*

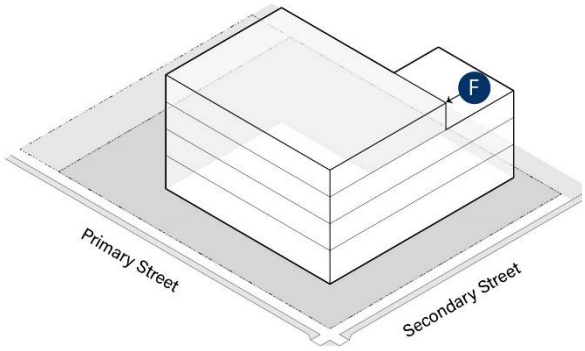
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Table 3.7: Municipal District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		None
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories
Parking structure		60 feet

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

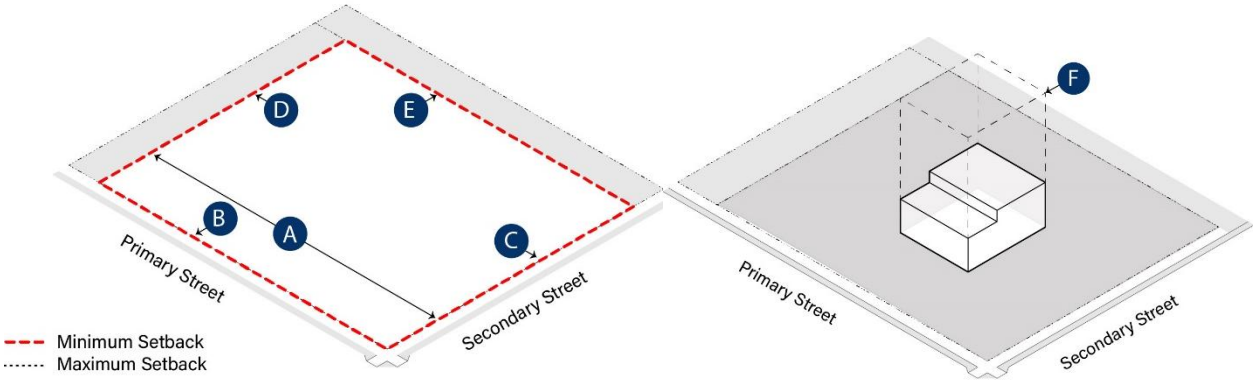
(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Table 3.8: Open District Dimensional and Intensity Standards



Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	None
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories

Frontage Types	**● = Permitted**
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

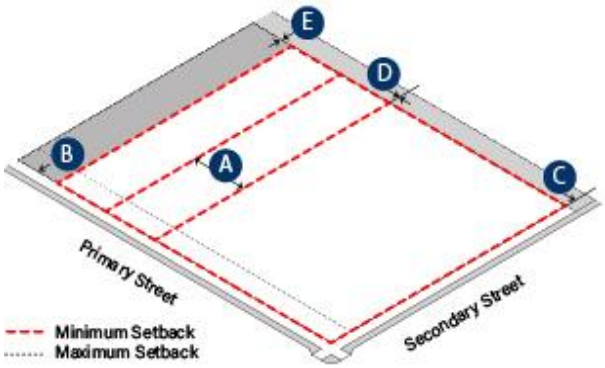
(d) *Permitted Uses*

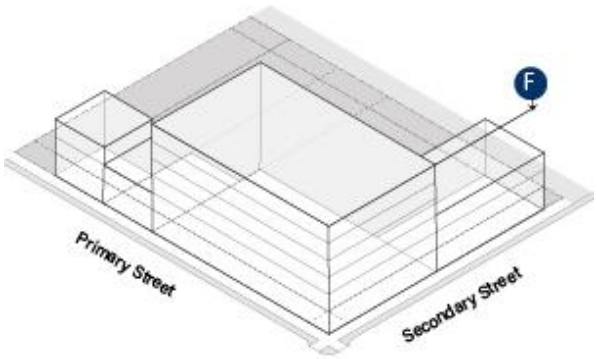
See Table 4.1: Use Table, in Section 4, Use Regulations.

(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Table 3.9: SD-WH District Dimensional and Intensity Standards





Site features		
Lot area (sf), min		None
Lot width (ft), min | max	A	None
Building per lot, max		None
Building coverage (% of site), max		No max
Setback, primary buildings		
Primary frontage (ft), min | max	B	0 | 10 [1]
Secondary frontage (ft), min | max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	6 stories
Parking structure		60 feet [2]

Frontage Types	● = Permitted
Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

Transparency	Minimum Required Transparency	Location
All building facades facing the street [3]	20%	Per floor

[1] The maximum setback may extend an additional 12 feet along Government St.
[2] See additional exceptions for parking structures attached to buildings in Section 9.A, Building Height.
[3] Transparency requirement does not apply to buildings fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An "R" in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

2. An "S" in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

3. A "C" in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table

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

Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R[4]	R			R
	Mixed-use Light Manufacturing Component			R	R[4]	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R[4]	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R[4]	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R[4]	R			R
	Produce Growing, Processing & Sales		R	R	R[4]	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R[5]	R			R
	Private Educational Facility (Elementary)		R	R	R[5]	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R[4]	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R[4]	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R[4]	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R[5]	R	R	R[5]	R			R
	Boarding Houses & Dormitories	R[4]	R	R	R[4]	R			R
	Homeless & Emergency Shelter		S	S	S[6]	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	**Use Sub-Category**	**T-3**	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**Municipal**	**Open**	**SD-WH**
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]	R[3]
	Class 2 and 3 Communication Facilities	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	S[3]	R[3]
	Class 4 Communication Facility			S[3]	S[3]	S[3]	S[3]	S[3]	S[3]
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S[7]	S[7]	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved

2. Reserved

3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.

4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

(a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.

(b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

(c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

(1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.

(2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

(a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.

(b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.

(c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.

(d) Surface parking lots shall be placed to the rear of the façade of the principal building, except in Municipal, Open, and SD-WH sub-districts, where the location is not restricted.

(e) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

(a) Off-street parking shall only be accessed from a secondary frontage, or B-street, and is prohibited to be accessed from the primary frontage, or A-street, except as provided below.

(b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

(c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.

(d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a lot shall not exceed the maximum number by sub-district in Table 5.2.

Table 5.2: Parking Lot Specifications

District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts Per Frontage
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum

[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb cuts are permitted per lot.

[2] Except as permitted in table note [1], a lot with one primary frontage and one secondary frontage is allowed one curb cut to the secondary frontage. A lot with more than one secondary frontage is permitted one curb cut per secondary frontage.

(e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Docks and Service Areas*

Off-street loading docks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

(a) In secondary frontages, towards the rear of the property; or

(b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

a. Five feet of fire hydrants;

b. Four feet of loading zones and bus stop markers;

c. Three feet of driveways and manholes;

d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

(1) A surface parking lot along a frontage shall be masked by one of the following:

a. A liner building; , or

b. One of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(2) A parking structure along a frontage shall be masked by one of the following:

a. Along A-street frontages, a liner building covering the entire width of the structure, excluding any points of access or egress, or 70 percent of a width of the structure at ground floor frontage.

b. Along B-street frontages, a liner building in accordance with subsection a above, or one of the following types of screens:

1. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or

2. A masonry wall, with or without vegetative plantings.

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) Dumpsters

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.

c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.

d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.

b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

(c) *Rooftop Equipment*

Equipment on rooftops such as turbine vents, skylights, satellite dishes, and television antennae shall be located and arranged so as not to be visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

(a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

(b) On an improved lot, a fence or wall may be installed with a maximum height of:

(1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;

(2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and

(3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

(a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:

(1) Fences shall be made of wood picket, wood slat, or wood lattice, or a wrought iron style made of iron, steel, or aluminum..

(2) Walls shall be made of brick, stone, or stucco over masonry.

(b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.

(c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

(b) *Material Standards*

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

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

(1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.

(2) Reverse channel signs may be backlit with neon or LED lights.

(3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

(a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.

(b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

3. *Required Signs*

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. *Residential and Home Office Uses in the T-3 and T-4 Sub-Districts*

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

(a) Signs may not be illuminated.

(b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. *Permitted Signs*

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below. See also Figure 5.1: Sign Standard Illustration.

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	◉ ●	◉ ●	◉ ●		◉ ●	◉ ●	●
Parking lot sign	●	●	●		●	●	●

● = Permitted ◉ ● = Permitted subject to standards in subsection 6 below

[1] Only permitted along A street.

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per building	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	SD-WH, Municipal, and Open: 8 square feet T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet hide in sign area 6 square feet of signage	No restrictions

6. *Sign Specific Standards*

(a) *Sandwich Board*

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) *Marquee*

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) *Upper Building*

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

(1) Two upper building signs may be installed on two separate facades.

(2) The sign shall be installed at least 40 feet above grade

(3) The sign shall comply with the following dimensions:

a. Maximum height of 80 percent of the width of the building wall;

b. Maximum of one horizontal or vertical line of letter or symbols;

c. Maximum font size of eight feet, in any dimension;

d. Maximum logo or emblem size of 10 feet, in any dimension.

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds (⅔) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

Figure 5.1: Sign Standard Illustration



7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established

The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	**Section 6.___**
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.

2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.

3. If buildings have multiple frontages or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.

4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed							
Frontage Types	**T-6**	**T-5 (both)**	**T-4**	**T-3**	**Municipal**	**Open**	**SD-WH**
Lawn			•	•	•	•	•
Terrace		•	•	•	•	•	•
Stoop	•	•	•		•	•	•
Common Entry		•	•		•	•	•

Table 6.2: Building Frontage Types Allowed							
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront	●	●	●		●	●	●
● = Permitted							

C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:

   (a) Is between four and eight feet in height;

   (b) Contains openings for vehicular access that are no more than 30 feet in width;

   (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and

   (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.

2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.

3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.

2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.

3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

   (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.

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

   (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:

(1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.

(2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.

(d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

2. *Specific Standards*

(a) *Additions to Existing Buildings in T-3 Sub-District*

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) *Additions to Existing Buildings in T-4 Sub-District*

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet, except if a stoop frontage or common entry frontage is provided in accordance with Section 6.H, Stoop Frontage Type, or Section 6.I, Common Entry Frontage Type, respectively
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard (primary entry only)	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

F. Lawn Frontage Type

1. *General Characteristics*

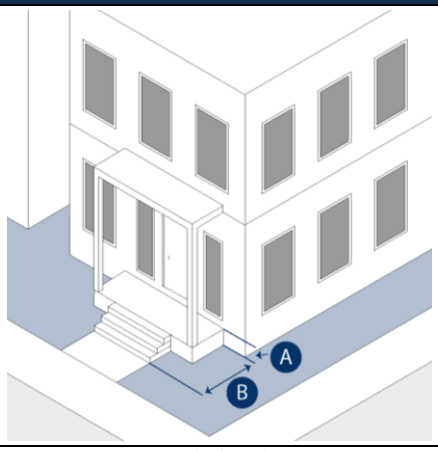
In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

2. *Standards*

Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A			●	●			●	16 in | 48 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				●				50 percent of front setback depth, min porch depth of 8 ft
				●					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			●	●	●	●	●	2 ft
Stoops	B			●	●	●	●	●	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences and Walls									
Front property line and side lot lines to façade of building, max height				●	●	●	●	●	4 ft
Along side and rear property lines behind front façade, max height				●	●				8 ft
						●	●	●	10 ft
Permitted materials				●	●			●	Fences: wood picket, wood slat, wood lattice, or wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Frontage									
Walkways				●	●			●	One per frontage, max width 5 ft
						●	●		Unlimited number and width
Building foundations				●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations



G. Terrace Frontage Type

1. *General Characteristics*

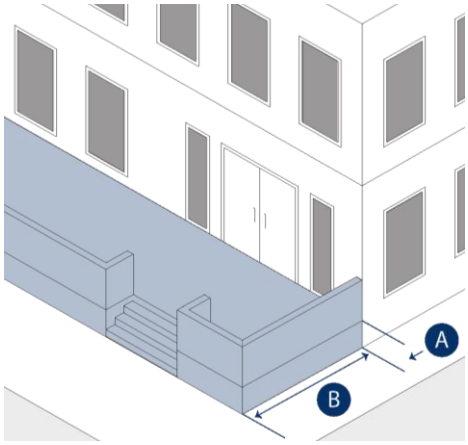
In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A		●	●	●			●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Terrace standards									
Elevation (min | max)	A		●	●	●	●	●	●	20 in | 36 in
Required encroachment			●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	B		●	●	●	●	●	●	8 ft (may extend to front property line)
Surfacing			●			●	●	●	Paved or unpaved, with unit masonry or concrete
				●	●				Paved or landscaped
Fences and Walls									
Where allowed			●	●	●	●	●	●	Only where necessary as part of terrace structure or to provide a safety railing
Materials			●	●	●			●	Fences: Wrought iron style made of iron, steel or aluminum. Walls: brick, stone or stucco over masonry
						●	●		All materials permitted
Awnings									
Material and Type			●	●	●	●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●	●	●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●	●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection			●	●	●	●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●	●	●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●	●	●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Frontage									
Walkways				●					One per secondary entrance, max width 5 ft
Building foundations			●	●	●			●	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations



H. Stoop Frontage Type

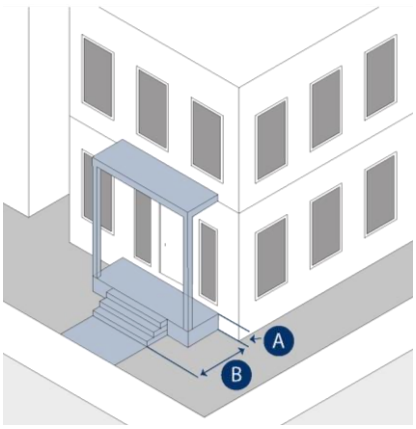
1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Table 6.11: Stoop Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	A	●	●	●				●	20 in | 36 in (measured from average grade at property line)
						●	●		As required to comply with flood elevation requirements
Stoop standards									
Stoop required		●	●	●		●	●	●	Stoop is required to be provided at the primary entrance. Stoops at secondary entrances may be provided
Elevation (min | max)	A	●	●	●		●	●	●	20 in | 36 in above sidewalk grade
Depth (min | max)	B	●	●	●		●	●	●	4 ft | 6 ft
Encroachment, Stoop		●	●	●		●	●	●	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps									Steps that provide access to porch or stoop may encroach up to property line
Coverage		●	●	●		●	●	●	Optional roof structure supported by columns or wall brackets
Fences and Walls									
General Standards				●					Iron fence with or without masonry piers at front property line is permitted
Walkways									
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing		●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

I. Common Entry Frontage Type

1. *General Characteristics*

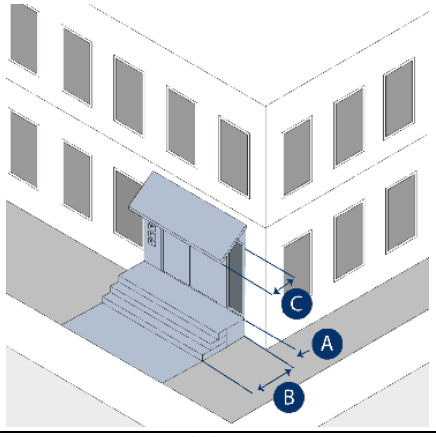
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Table 6.12: Common Entry Frontage Type Standards

Site features		Sub-districts: T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)	Ⓐ		●	●				●	n/a | 30 in (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs	Ⓑ		●	●		●	●	●	May encroach up to property line
Fences and Walls									
General Standards				●					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type			●	●		●	●	●	Fabric, fixed or movable
Primary frontage, span	Ground floor		●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●		●	●	●	Shall cover only a window/door and match width of window/door
Primary frontage, projection	Ⓒ		●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			●	●		●	●	●	Permitted only over doors, max 6 feet projection
Clearance			●	●		●	●	●	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				●					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing			●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

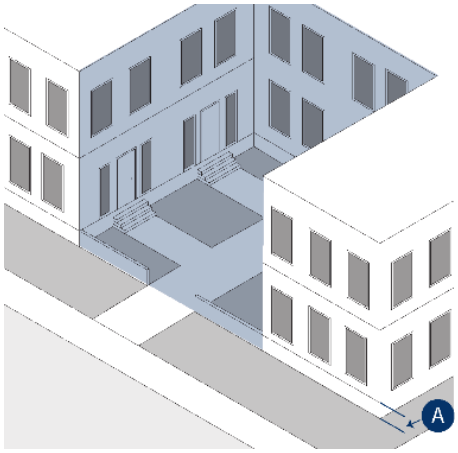
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features			Sub-districts								
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min | max)		Ⓐ	●	●					●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Entry courtyard										
Location			●	●			●	●	●	Principal entrance
Area, max			●	●					●	600 sq ft
							●	●		1,600 sq ft
Design			●	●			●	●	●	Bound by building facades on at least two sides
Build out			●	●			●	●	●	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies										
Material and Type	Awning		●	●			●	●	●	Fabric, fixed or movable
	Canopy		●	●			●	●	●	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor		●	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection			●	●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings and canopies, secondary frontages			●	●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback			●	●			●	●	●	Set back at least 2 ft from curb
Clearance			●	●			●	●	●	Min 8 ft over sidewalk

K. Vehicular Forecourt Frontage Type

1. *General Characteristics*

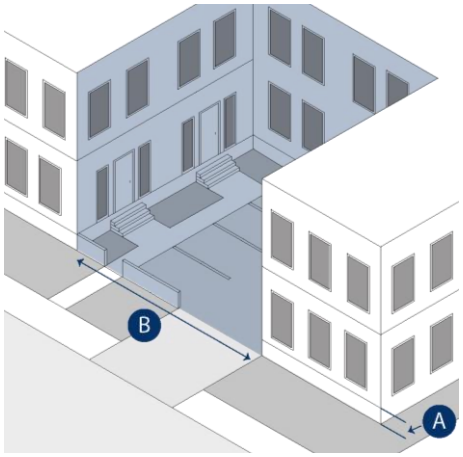
In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehciular Forecourt Frontage Type Standards.

Table 6.14: Vehciular Forecourt Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●						●	18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Entry courtyard									
Location		●				●	●	●	Principal entrance
Area, max		●				●	●	●	1,600 sq ft
Width, max	B	●				●	●	●	50% of width of facade
Design		●				●	●	●	Bound by building facades on at least two sides
Surfacing		●				●	●	●	Paved or unpaved, with unit masonry or concrete
Build out									The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and type	Awning		●				●	●	●	Fabric, fixed or movable
	Canopy									Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●				●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●				●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection			●				●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft Awnings on vehicular forecourt frontages may extend 12 feet except where installed as a porte-cochere in which case the maximum depth is 30 feet.
Awnings, secondary frontages			●				●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●				●	●	●	Set back at least 2 ft from curb
Clearance			●				●	●	●	Min 8 ft over sidewalk



L. Gallery Frontage Type

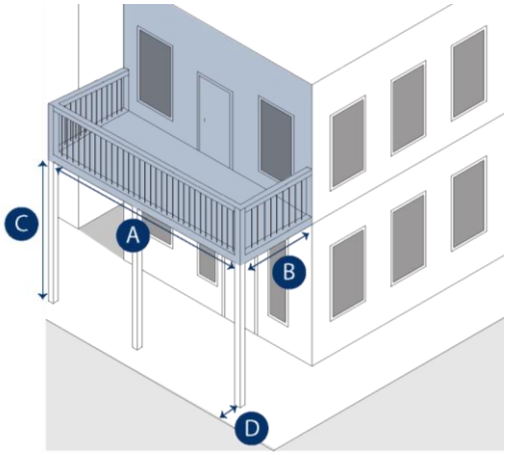
1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards. A gallery frontage may include all elements of a shopfront frontage.

Table 6.15: Gallery Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	●	●						18 in (except 0 in at entry) (measured from average grade along the facade)
						●	●		As required to comply with flood elevation requirements
Gallery, general									
Depth, min.	B	●	●			●	●		7 ft
Height, min.	C	●	●			●	●		12 ft
Encroachment	B	●	●			●	●		May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		●	●						80% of façade without gaps
Columns		●	●						Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital. Upper story columns and railing posts shall align with columns below
Column, location	B D	●	●						Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		●	●						Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		●	●						Located above top of transom windows
Gallery, materials		●	●						Upper story railings shall be painted metal
Lighting		●	●			●	●		Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Frontage									
Walkways									One per secondary entrance, max width 5 ft
Building foundations		●	●						Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						●	●		No limitations
Surfacing		●	●			●	●		Frontage may be paved up to 100 percent of area, using unit masonry or concrete

M. Shopfront Frontage Type

1. *General Characteristics*

(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

Table 6.16: Shopfront Frontage Type Standards

Site features			Sub-districts							
			T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)			●	●	●				●	18 in (except 0 in at entry) (measured from average grade along the facade)
							●	●		As required to comply with flood elevation requirements
Shopfront, design										
Configuration			●	●	●				●	Shall be designed with a bulkhead, display window, and transom (see Figure 6.1: Shopfront Design Illustration)
Height (min)		A	●	●	●				●	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min | max)		B	●	●	●				●	18 in | 30 in
Transom windows, configuration			●	●	●				●	Include dividing muntins and no signage
Signs			●	●	●				●	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry			●	●	●		●	●	●	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage										
Transparency of shopfront area, min.			●	●	●		●	●	●	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage		●	●	●		●	●	●	80 percent of frontage length
	Secondary frontage		●	●	●		●	●	●	30 percent of frontage length
Awnings and canopies [1]										
Material and type	Awning		●	●	●		●	●	●	Fabric, fixed or movable
	Canopy		●	●	●		●	●	●	Fixed, metal or wood
Awnings, primary frontage, span	Ground floor		●	●	●		●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		●	●	●		●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		C	●	●	●		●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages			●	●	●		●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback			●	●	●		●	●	●	Set back at least 2 ft from curb
Clearance		D	●	●	●		●	●	●	Min 8 ft over sidewalk
Frontage										
Surfacing			●	●	●		●	●	●	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.

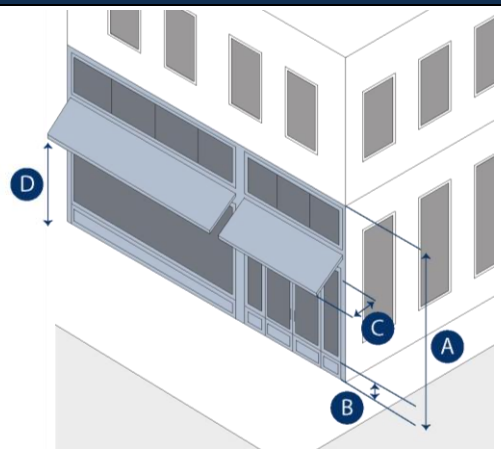


Figure 6.1: Shopfront Design Illustration



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

Shaft: Determined by the building height.

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

Section 7. Building Design and Material Standards

A. General Standards

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

2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.

3. A building shall use the following exterior finish materials:

   (a) Wood or cementitious clapboard;

   (b) Shingles;

   (c) Board and batten;

   (d) Stucco;

   (e) Brick;

   (f) Stone; or

   (g) Alternate materials approved in accordance with Section 2.B.1(d), Administrative Deviations.

B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

(a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.

(b) The standards of this section do not apply to:

(1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or

(2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

(1) Pier and fill-panel construction;

(2) Chain wall construction with panels inset to resemble pier and infill panel construction; or

(3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.

2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.

3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.

5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials

Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	[1]	[1]	[1]	[1]	[1]	[1]	[1]
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	

● = Permitted

[1] Build-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

(a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.

(b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

(a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .

(b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.

(c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.

(d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

   A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

   Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

   A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

   A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:

   (a) Stories shall be measured from finished floor to finished ceilings.

   (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height		
	Floor Height (feet)	
Floor and Use	**Minimum**	**Maximum**
Ground floor, residential use	10	18
Ground floor, nonresidential		
SD-WH sub-district	14	25
All other sub-districts	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height, except that a parking structure that is attached to a building or buildings for at least 50 percent of the total building perimeter and 80 percent of the building perimeter along a street frontage may exceed the listed height provided it does not exceed the eave height of the attached building or buildings.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	**Maximum building height (stories)**	**Maximum parking structure height (feet)**
T-3		
Civic Center site	3	n/a
All other T-3 lands	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
Fronting Bienville Sq	8	60
Fronting west side of Clairborne Street on Civic Center site	16	80
All other T-5.2 lands	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-streets."

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “wall.” A streetscreen is not considered to be a fence for purposes of the DDD.

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

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

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds (⅔) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding

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

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

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

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall. A streetscreen is not considered a fence for purposes of the DDD.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See "fence."

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.