AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, May 19, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Dr. Robert Morton, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   May 12, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Celle Hudgens for a waiver of the Noise Ordinance at 751 Dauphin Street

on June 12, 2026, from 6:00 p.m. - 11:00 p.m. (District 2).

Request of Katrina Martinez for a waiver of the Noise Ordinance at 1757 Government Street on October 17, 2026, from 7:00 p.m. - 12:00 a.m. (District 2).

Request of Tiffany Montaigne for a waiver of the Noise Ordinance at Mardi Gras Park on November 26, 2026, from 6:30 a.m. - 11:00 a.m. (District 2).

Request of Allen Garstecki for a waiver of the Noise Ordinance at 911 Dauphin Street on February 8, 2027, from 5:00 p.m. - 1:00 a.m. (District 2).

Request of Randy Presley for a waiver of the Noise Ordinance at Medal of Honor Park on July 8, 2026, from 4:00 p.m. - 8:00 p.m. (District 6).

Request of Gloria Sullivan for a waiver of the Noise Ordinance at 82 Burtonwood Drive on May 23, 2026, from 2:00 p.m. - 10:00 p.m. (District 7).

Request of Oak Street Health for a waiver of the Noise Ordinance at Langan Park on June 21, 2026, from 2:00 p.m. - 5:00 p.m. (District 7).

Request of Rickey Hale for a waiver of the Noise Ordinance at 4901 Zeigler Boulevard on July 4, 2026, from 10:30 a.m. - 8:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 1879 Conception Street Road (District 2).

Public hearing to consider the application of Ground Transportation with Travis for a Certificate of Public Convenience and Necessity to operate a taxicab service.

Public hearing to consider the application of Raw Medical Transport, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service.

Public hearing to declare the structure at 2602 Wealthy Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 507 Chin Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 509 Chin Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1332 Congress Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 5612 Racine Avenue a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Janelle Finley Adams - updates for the Gulf Coast Challenge and Port City Classic.

Reggie Hill - request investigations into land deals associated with the Mobile Airport Authority, defamatory practices being made by certain members of Administration, unconstitutional acts orchestrated by Gulf Coast Technology Center, amend Rules/process for items being added to agenda, citizen engagement & inconsistencies, economic development, and public safety.

Estella Trotter - due process being absurd and lack of accountability.

12. ORDINANCES HELD OVER

64-021 Consider the modification of a previously approved Planning Approval for property located at 65 Mobile Street (sponsored by Councilmember Penn).

64-022 Consider the modification of a previously approved Planned Unit Development for property located at 65 Mobile Street (sponsored by Councilmember Penn).

13. CONSENT RESOLUTIONS HELD OVER

03-512 Accept resignations of "Former Board Members" and appoint Clinton Mitchell, Thomas Cormier, and Michael Albanese to the Improvement District of the City of Mobile - McGowin Park Project (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

14. RESOLUTIONS HELD OVER

08-523 Approve purchase order to Crowd Control Industries, LLC for galvanized steel crowd control barricades for Traffic Eng.; $104,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-531 Approve purchase order to Sunbelt Fire, Inc. for breathing air trailer with air compressor and fill stations for MFRD; $139,309.38 (sponsored by Mayor Cheriogotis)

(submitted by John Paine, Purchasing Dept.).

13-534 Authorize Change Order #3 to the Contract with PL Rusell LLC for Mobile Riverfront Redevelopment – Cooper Riverside Park for restroom upgrades; $283,295.94 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-535 Authorize amendment to Contract with Forrest Daniell & Associates P.C. for professional design services at MFRD Fire Station No. 19; $50,045.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM).

21-536 Authorize Contract with Gibson Construction Services, LLC for upgrades to the Mounted Unit in Grand Bay; $149,687.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

21-539 Authorize Contract amendment #2 with Volkert Inc. for additional construction administration services for Hall of Fame Walk; $145,682.68 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

25-540 Accept easement from the Mobile Airport Authority for an nonexclusive utility easement agreement for Arlington Park (sponsored by Councilmember C.J. Small and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

47-541 Consider the vacation of unused right-of-way adjacent to property located at 6401 Overlook Road (sponsored by Councilmember Gregory).

47-542 Consider a vacation fee as a condition of the vacation of a portion of unopened right-of-way adjacent to property located at 6401 Overlook Road; $36,848.95 (sponsored by Councilmember Gregory).

15. ORDINANCES BEING INTRODUCED

64-023 Consider the modification of a previously approved Planned Unit Development for property located at 1879 Conception Street Road (sponsored by Councilmember Ingram).

16. CONSENT RESOLUTIONS BEING INTRODUCED

31-544 Authorize the Mayor to apply, accept, and receive GOMESA grant funding for Brookley By the Bay Phase I - Southern Activation Zone; $15,000,000 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

37-545 Recommend approval to the ABC Board for issuance of a Special Events Retail License to The Lemon Drop Festival; 109 Government Street (sponsored by Councilmember Ingram).

40-546 Declare the structure at 2602 Wealthy Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-547 Declare the structure at 507 Chin Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-548 Declare the structure at 509 Chin Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-549 Declare the structure at 1332 Congress Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-550 Declare the structure at 5612 Racine Avenue a public nuisance and order it demolished (sponsored by Councilmember Gregory).

60-551 Approve award of special bonus to the Firefighter of the Month; Gomez (sponsored by Mayor Cheriogotis) (submitted by Chief Glisson, MFRD).

60-552 Determine an appropriation to Huntleigh Woods Community Club serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Finance Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

01-553 Authorize Agreement with HCL Contracting, LLC for 2026 CIP Resurfacing District 6; $3,080,643.80 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-554 Authorize Contract with ECS Southeast, LLC for 2026 CIP Resufacing District 6; $66,000.00 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-555 Approve purchase order to All Traffic Solutions, Inc. for solar powered radar speed signs for Traffic Eng.; $15,243.92 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-556 Approve purchase order to Carahsoft for annual renewal of Dataminr First Alerti Critical Event Discovery software; $30,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-557 Approve purchase order to Daphne Automotive, LLC for Hyundai Palisade SUV for MPD; $48,684.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-558 Approve purchase order to Gaines Utility Construction Company, LLC for storm drainage vegetation and debris removal, Industrial Park Dr. to Montlimar Creek; $25,859.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-559 Approve purchase order to Hughes 360 Services, LLC for storm drainage vegetation and debris removal, Berwyn Dr. to S. McGregor Ave.; $27,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-560 Approve purchase order to Sansom Equipment Co., Inc. for side load garbage trucks for Public Services Dept.; $794,530.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-561 Approve purchase order to Truck Equipment Sales, Inc. for crew trucks with dump bodies; $166,816.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-562 Re-allocate funds from unassigned Capital Improvement Funds to Capital Project Equipment-Fire Dept. to support the purchase of various capital equipment related items; $284,883.45 (sponsored by Mayor Cheriogotis) (submitted by Tiffany Hollins, Finance Dept.).

09-563 Re-allocate funds from the unassigned Capital Improvement Fund to General Fund Account Fleet Vehicles to support the purchase of a panel truck for MFRD; $276,674.00 (sponsored by Mayor Cheriogotis) (sponsored by John Paine, Purchasing Dept.).

21-564 Authorize Contract with Letters to Cleo, Inc. for musical artist performance services; $26,700.00 (sponsored by Mayor Cheriogotis) (submitted by Jenyia Rocker, Events Dept.).

21-565 Authorize Agreement with Concourse Tech, Inc. for Events Management software platform; $70,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

25-566 Grant a non-exclusive emergency access easement to Spring Hill Holding, LLC to provide emergency access for a new multifamily apartment complex (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by John Forrester, Eng., and Carleen Stout, REAM).

37-567 Consider the application of Ground Transportation with Travis for a Certificate of Public Convenience and Necessity to operate a taxicab service (submitted by Lisa C. Lambert, City Clerk).

37-568 Consider the application of Raw Medical Transport, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-569 Authorize Settlement Agreement and Release of Claims; Jefferson (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-570 Authorize Settlement Agreement and Release of Claims; L. Nelson, and minor, L. Nelson (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

19. CALL FOR PUBLIC HEARINGS

41-571 Call for public hearing for the proposed denial of a Conditional Use Permit for property located at 904 Kentucky Street (scheduled for June 23, 2026) (District 3).

20. 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: Celle Hudgens
PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-680-8741

Organization (if applicable) _____

Mailing Address of Applicant 72 Jordan Ln Mobile, AL 36608

Telephone No. 251-680-8741 E-mail address cellehudgens@gmail.com

Location or address of event where amplification will be used:

The Courtyard on Dauphin - 751 Dauphin St, Mobile, AL 36602

Date of Event: June 12, 2026 Starting Time: 6:00 PM Ending Time 11:00 PM

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

Type of Event: Rehearsal Dinner

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Katrina Martinez
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 298-3408 Cell Number: (708) 269-6324

Organization (if applicable) The Pillars

Mailing Address of Applicant 1757 Government St

Telephone No. (251) 298-3408 E-mail address info@pillarsmobile.com

Location or address of event where amplification will be used:
1757 Government St

Date of Event: 10/17/26 Starting Time: 7pm Ending Time Midnight

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

Type of Event: Vampire Ball

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

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576
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Name of Applicant: Tiffany Montaigne
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 476-9880 Cell Number: (251) 476-9880

Organization (if applicable) Rapahope Children's Retreat Foundation

Mailing Address of Applicant PO Box 1427 Mobile Al 36633

Telephone No. _____ E-mail address tiffany@rapahope.org

Location or address of event where amplification will be used:
Mardi Gras Park -- 109 Government Street

Date of Event: 11/26/2026 Starting Time: 0630 Ending Time 1100A

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

Type of Event: 5k and 1 Mile Fun Run

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Allen Garstecki

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-610-2374 Cell Number: 251-610-2374

Organization (if applicable) Infant Mystics

Mailing Address of Applicant 169 Dauphin Street, Suite 101, Mobile, AL 36602

Telephone No. 251-301-7369 E-mail address allen.garstecki@jll.com

Location or address of event where amplification will be used:

911 Dauphin Street, Mobile, AL 36604

Date of Event: February 8, 2027 Starting Time: 5:00 PM Ending Time 1:00 AM

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

Type of Event: Mardi Gras Party

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Randy Presley
PLEASE PRINT ALL INFORMATION

~~Home~~ office Phone Number: 251-281-1418 Cell Number: 706-302-5736

Organization (if applicable) Luke 4:18 Fellowship

Mailing Address of Applicant 2664 Sollie Road Mobile, AL 36695

Telephone No. 251-281-1418 E-mail address randy@luke418fellowship.org

Location or address of event where amplification will be used:

Amphitheater @ Medal of Honor Park

Date of Event: July 8, 2026 Starting Time: 4:00 PM Ending Time 8:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Event hosted by Luke 4:18 Fellowship

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

Music containing obscene language or profanity is prohibited

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CITY CLERK DEPARTMENT
2026 MAY 14 AM 10: 31

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Gloria Sullivan
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-610-7292 Cell Number: 251-610-7292

Organization (if applicable) _____

Mailing Address of Applicant 82 Burtonwood Dr Mobile, AL 36608

Telephone No. 251-610-7292 E-mail address Mechelj712@gmail.com

Location or address of event where amplification will be used:
82 Burtonwood Dr. Mobile, AL 36608

Date of Event: 5/23/26-5/25/26 Starting Time: 2PM Ending Time 10 PM

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

Type of Event: Backyard Pool party

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Oak Street Health/ Nikki Balthazar
PLEASE PRINT ALL INFORMATION

Home Phone Number: 3126390091 Cell Number: 312-639-0091

Organization (if applicable) _____

Mailing Address of Applicant 3065 Dauphin Street Mobile AL 36606

Telephone No. 312-639-0091 E-mail address nikki.balthazar@oakstreethealth.com

Location or address of event where amplification will be used:
Langan Park Performing Arts Pavillion

Date of Event: 06/21/2026 Starting Time: 2pm Ending Time 5pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Father Day Appreciation Family Day In the Park

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Rickey Hale
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251 266 6956

Organization (if applicable) _____

Mailing Address of Applicant 916 Louise ave mobile Al 36608

Telephone No. _____ E-mail address rhlamar400@gmail.com

Location or address of event where amplification will be used:
4901 ZEIGLER BLVD mobile Al 36608

Date of Event: July 4th 2026 Starting Time: 10:30 am Ending Time 8:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family fun Day

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

Music containing obscene language or profanity is prohibited

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Or e-mail to: cityclerk@cityofmobile.org

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **17th** day of **May, 20226**, 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 1879 Conception Street Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

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

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.

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. 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;
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- 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.

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 19th day of May 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 22nd day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1879 Conception Street Road.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **September 11, 2009.** The owner of said property has applied for a 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.** If approved, the modification will **allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet,** subject to the following proposed conditions: 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: a) Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened; b) Provision of the lot size in both square feet and acres; c) Depiction of the existing vegetative buffer adjacent to residentially zoned property; d) Retention of the existing chain-link fence; e) Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings; f) Inclusion of zoning district information; g) Illustration of parking and traffic circulation, including a table showing required and provided parking spaces; h) Provision of the site's legal description or recorded plat reference; i) Retention of the graphic scale and north arrow; j) Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet; k) 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; l) 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; m) Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements; n) 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; o) 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.

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 **September 11, 2009,** to **allow multiple structures on a single building site,** located at **1879 Conception Street Road** and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on **February 16, 2026,** 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.**

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

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;
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- 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.

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. 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;
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    - Retention of the existing chain-link fence;
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    - 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;
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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.

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

Adopted:

_____

Lisa Lambert, City Clerk

MAWSS (McCrory & Williams, Inc., Agent)
1879 Conception Street Road
Council District 2
Samantha Ingram

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 7, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **March 19, 2026**, considered the request of **MAWSS (McCrory & Williams, Inc., Agent)**, for a 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, for the property located at **1879 Conception Street Road**.

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

1. Revision of the 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.

It should be noted that the applicant has submitted the requested site plan, which has been reviewed by Planning and Zoning staff for approval. The revised site plan is attached.

Copies of the application and reports are also attached.

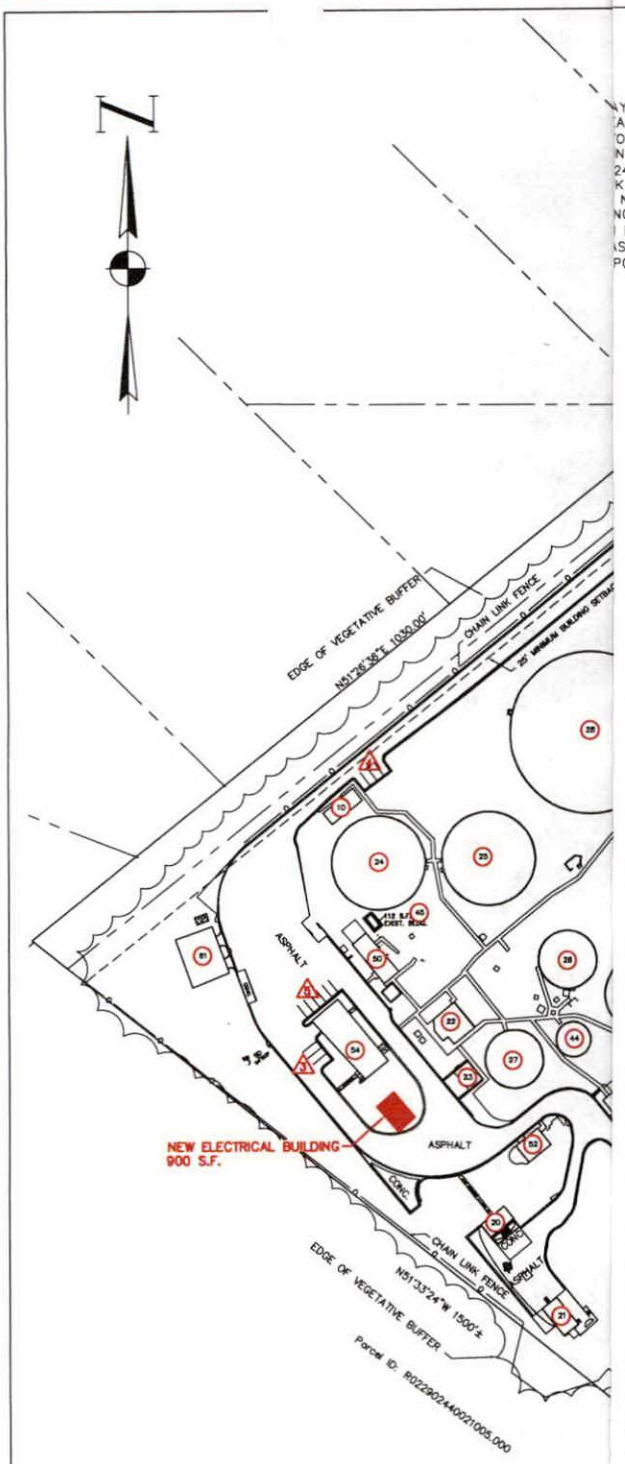
Sincerely,

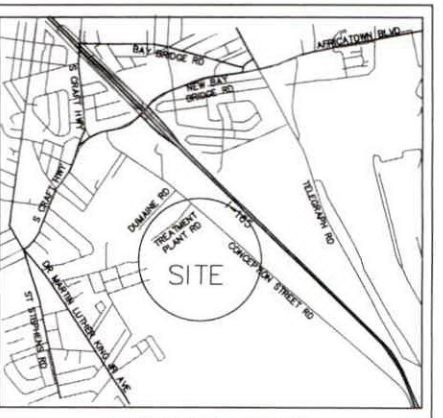
Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

APPROVED TO FORWARD TO CITY COUNC





VICINITY MAP

NOT TO SCALE

PUD GENERAL NOTES:

1. MAXIMUM ALLOWABLE BUILDING HEIGHT IN I-1 ZONING DISTRICT IS 45 FEET.
2. ANY NEW LIGHTING SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-9.C OF THE UNIFIED DEVELOPMENT CODE.
3. ANY DUMPSTERS PLACED ON THE PROPERTY SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-13.A.4 OF THE UNIFIED DEVELOPMENT CODE, OR ALTERNATIVELY , CURBSIDE WASTE REMOVAL SERVICES WILL BE UTILIZED.
4. ANY PROPOSED TREE REMOVAL SHALL BE COORDINATED WITH STAFF TO ENSURE COMPLIANCE WITH APPLICABLE TREE PRESERVATION REQUIREMENTS.
5. ANY SIGNAGE SHALL REQUIRE A SEPERATE REVIEW AND PERMITTING THROUGH PLANNING AND ZONING DEPARTMENT, AND THAT ILLUMINATED SIGNAGE SHALL BE INSTALLED BY A LICENSED AND BONDED SIGN CONTRACTOR AND OBTAIN REQUIRED ELECTRICAL PERMITS.
6. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL PUD MODIFICATIONS SUBJECT TO REVIEW APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
7. ALL MODIFICATIONS SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

ENGINEERING COMMENTS:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

TRAFFIC ENGINEERING COMMENTS:

DRIVEWAY NUMBER, SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, 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.

100' 0 100' 200'

GRAPHIC SCALE

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

REVISION			

R PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

CTION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

2026	DRAWN BY: D.W.	APPROVED BY: RCL	SHEET 1 OF 1

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 20, 2026

Don Whittington
McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, Alabama 36606

Re: 1879 Conception Street Road
MOD-003646-2026
MAWSS (McCrory & Williams, Inc., Agent)
District 2
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

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

At its meeting on March 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, 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.

The advertising fee for this application is based on the current legal description is **$756.96.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email [redacted] 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 [redacted]

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:	3207 International Dr, Ste G Mobile, AL 36606	same as applicant
Email:	[redacted]	
Phone:		
Email:		
Name:	McCrory & Williams, Inc Attn: Don Whittington	

[redacted]

	Owner	Design Professional
Name:	Daryl Russell	David Carr
Firm:	MAWSS	Jacobs Engineering
Phone:	[redacted]	[redacted]
Email:		
Address:	PO Box 180249 Mobile, AL 36608-0249	25 W. Cedar St, Ste 350 Pensacola, FL 32503

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

1879 Conception Street Rd Mobile, AL 36610 — Property Address

32+/- Acres — Property Area (acres or square feet)

02-29-02-44-0-021-004. — Parcel Number(s) or Key Number(s)

I-1; Light Industry — Present Zoning or Transect District

N/A — 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 not applicable

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 2/13/2026

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

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

Applicant or Agent Signature — Date 2/13/2026

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

☒ Planning Commission Application

☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   Improvements to the Smith-Wright Plant will help ensure that MAWSS can continue to provide sanitary sewer service to the increasing demand of residences and businesses.

   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 Smith-Wright Plant is located in an I-1 Light Industrial zone with the nearest residential neighborhood approximately 650' away separated by a heavily wooded area and stream. There is no cross access between the two.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The electrical building additions will be located well within the confines of the Smith-Wright Plant and will not impact adjacent properties.

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

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

[redacted]

6. Please provide the following information:

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

Proposed buildings at Smith-Wright Plant will house electrical equipment necessary for the operation of the plant. The buildings will be single story - approximately 12' high.

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

The site is bordered on the Southwest, Southeast and Northeast by heavily wooded areas. The area to the Northwest is well maintained grass.

Lighting:

The project will not require any new lighting.

Hours of operation:

24 hours

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

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

The buildings will house electrical equipment only - none of which produces any of the elements listed above.

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.

By providing sanitary sewer service to residences and businesses.

[redacted]

Application Submission
Contact Information

Name of Project MAWSS Smith Plant Electrical Buildings Addition

Address 1879 North Conception Street, Mobile Al 36610

Owner Mobile Area Water & Sewer Service (MAWSS) c/o Douglas Cote

Address P.O. Box 180249, Mobile Al 36618-0249

Phone [redacted]

Authorized Agent McCrory & Williams Inc.

Address 3207 INTERNATIONAL DR., STE. G, MOBILE, AL 36606

Pho [redacted]

Contractor U/K

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Civil Engineer Jacobs Engineering c/o David Carr

Address 25 W. Cedar St. Suite 350, Pensacola Fl 32502

Pho [redacted]

Architect U/K

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Submitted By:

Signature

Don Whittington
Print

2/16/2026
Date

authorized agent
Affiliation to project/Organization

Effective Date: April 1, 2012

MAJOR PUD MODIFICATION TO ZON2009-02250
FOR
MAWSS SMITH-WRIGHT PLANT AT 1879 CONCEPTION STREET

PARCEL NUMBER: R022902440021004.000

DESCRIPTION: **Metes and Bounds:** THAT PT GRT SEC 44 TRS R1W DESC AS BEG AT PT 83 FT (S) SWLY OF INT OF S/S CONCEPTION ST & W/S 3 MILE CREEK TH NWLY 603 FT(S) TH NWLY 665 FT(S) TO PT ON E/S UNNAMED RD TH SWLY ALG RD 1025 FT(S) TH SELY 1470 FT (S) TO W/L TOULMIN SP RING BRANCH TH NELY ALG TOULMIN SPRING BRANCH & TH ALG THREE MILE CRK OF POB EXEMPT CITY OF MOBILE #SEC 44 T4S R1W #MP29 02 44 0 021
Key #: 684085

CONTEMPLATED USE AND CHARACTER OF IMPROVEMENTS: PROPERTY IS CURRENTLY OPERATING AS A WASTE WATER TREATMENT PLANT. OWNER WANTS TO AMEND THE CURRENT PUD TO SHOW THE ADDITION OF TWO ELECTRICAL BUILDINGS.

Outlook

MAWSS (McCrory & Williams, Inc., Agent) (MOD-003646-2026)

[redacted]

Date Wed 2/18/2026 10:34 AM

[redacted]

Good morning,

We have completed our initial review of the above-referenced Major Modification application. Before the application can be deemed **partially complete** and scheduled for a Planning Commission agenda, the following items must be submitted:

- **A complete legal description** of the subject property (the full metes-and-bounds description, not the abbreviated version currently provided). This is required to calculate City Council advertising fees.
- The **DWG (AutoCAD) file of the Preliminary Plat**, if not already submitted, to our GIS staff. For your convenience, Tori has been copied on this message.
- **Payment of the application fees.** An invoice has been issued. Please note that the application will not be considered complete until all required materials have been received and fees have been processed.

If the application fees are paid and the DWG file is provided **by noon on February 19, 2026**, the application will be placed on the **March 19, 2026, Planning Commission agenda**. If this deadline is not met, the application will be held until all outstanding requirements have been satisfied.

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

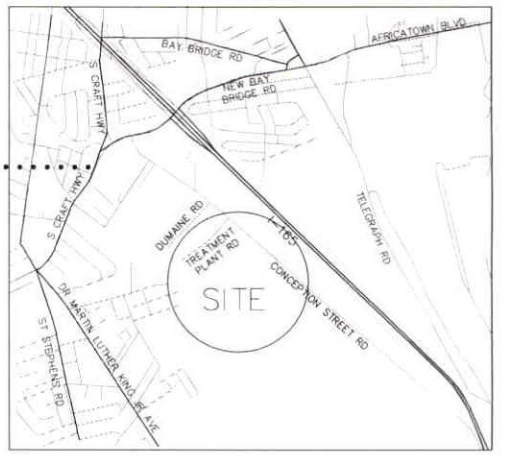
IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: [redacted]

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

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

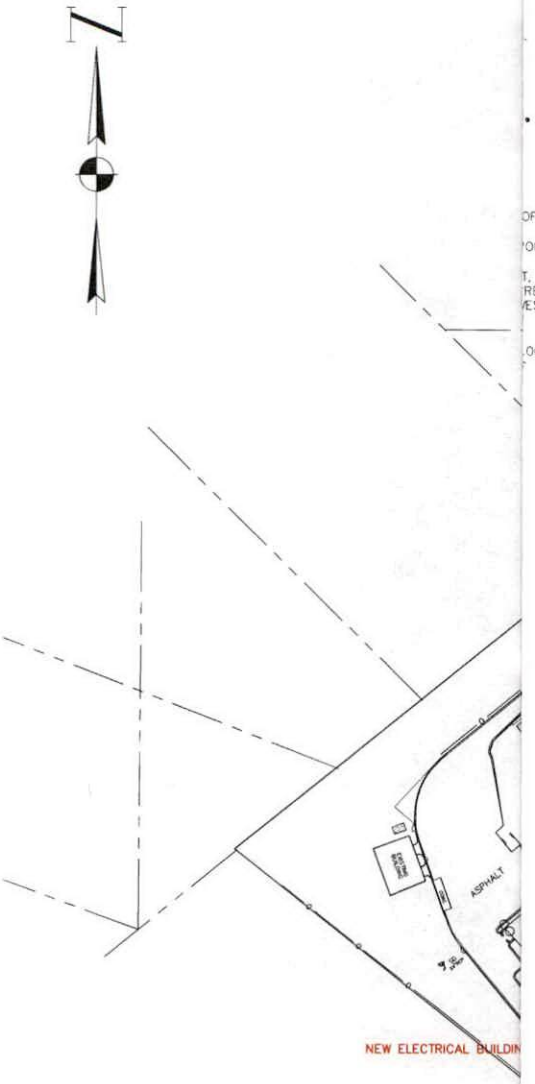
BUILDMOBILE



VICINITY MAP

NOT TO SCALE

SITE DATA



100' 0 100' 200'

GRAPHIC SCALE

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

REVISION	PUD MODIFICATION TO ZON2009-02250 SMITH-WRIGHT PLAN 1879 CONCEPTION STREET
	TION 44, T4S-R1W, MOBILE COUNTY, ALABAMA
	26 | DRAWN BY: D.W. | APPROVED BY: RCL | SHEET 1 OF 1

PROPERTY DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Daryl B. Russell, 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 & Sewer Service (MAWSS), a corporation for the property located within the city limits of Mobile, Alabama at 1879 Conception Street Road.

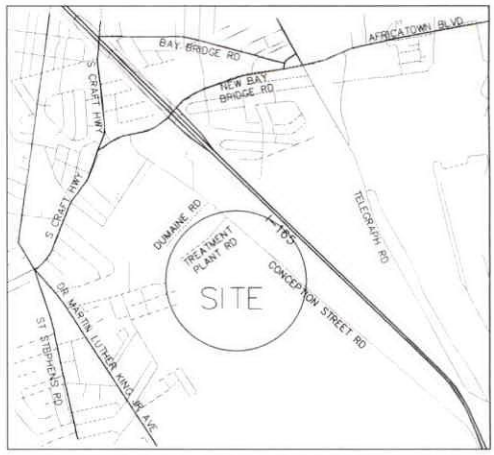
Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and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

McCrory & Williams, Inc.	
Designee (1)	Designee (2)
cyuncannon@mcwinc.com	
Email	Email
251-476-4720	
Phone Number	Phone Number
Signature of Company Owner	Date

Daryl B. Russell / Director of Planning & Market Development

[redacted]

February 2022

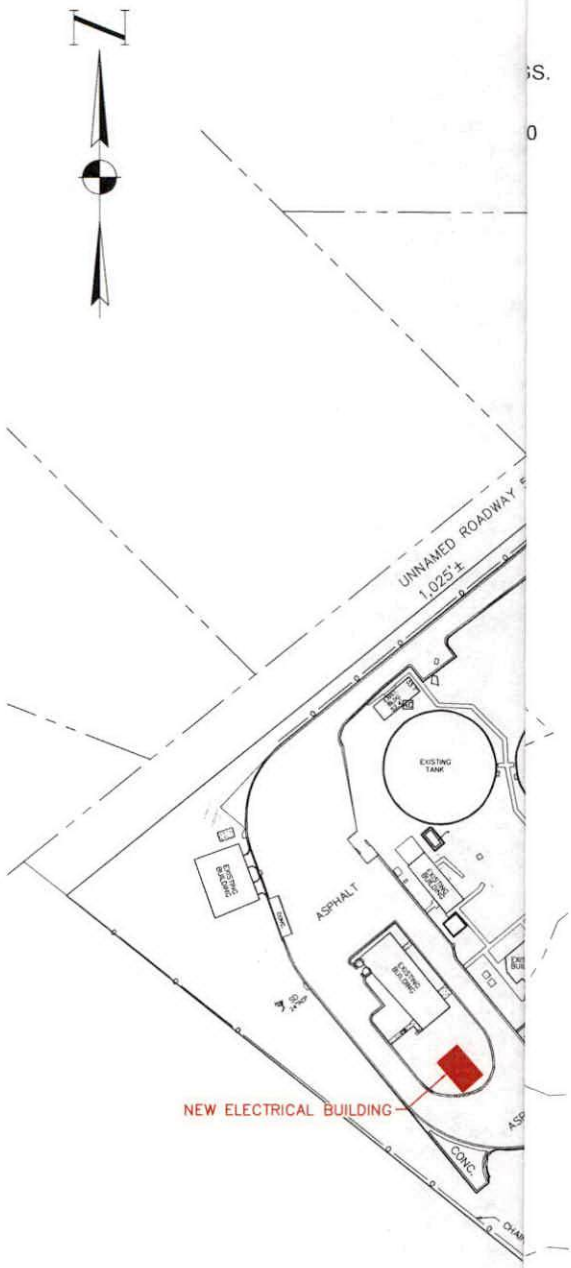


VICINITY MAP

NOT TO SCALE

SITE DATA

EXISTING BUILDINGS	21,350± S.F.
PROPOSED BUILDINGS	1,200± S.F.
PAVEMENT & SIDEWALKS	145,850± S.F.
TANKS	165,433± S.F.
LANDSCAPE	1,060,087± S.F.
TOTAL	1,393,920± S.F.



60' 0 60' 120'

GRAPHIC SCALE

PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

ION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

REVISION	26	DRAWN BY: D.W.	APPROVED BY: RCL	SHEET 1 OF 1

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg



Agenda Item # 11
MOD-003646-2026

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

Applicant Materials for Consideration

DETAILS

Location:
1879 Conception Street Road

Applicant / Agent:
MAWSS (McCrory & Williams, Inc., Agent)

Property Owner:
Daryl Russell

Current Zoning:
I-1, Light Industrial District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Immediately

Proposal:
- Modification of a previously approved Planned Unit Development.

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

Report Contents: **Page**

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Staff Comments 3
Commission Considerations 6
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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site was developed as a water treatment plant sometime before 1984.

Rezoning of the property from B-3, Community Business District, to I-1, Light Industrial District was adopted by the City Council on November 23, 1982.

An Administrative Planned Unit Development (PUD) to continue allowing multiple structures on the property site while permitting the construction of additional site improvements was approved in September 2009.

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

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD MODIFICATION 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. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, 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. An Administrative Planned Unit Development (PUD) approved in 2009 authorized construction of a 2,552-square-foot processing building, along with associated storage tanks and a receiving area. The applicant now proposes to construct two (2) additional electrical buildings on the site with a combined total area of approximately 1,200 square feet. Due to the addition of new structures of this size, the request constitutes a Major Modification to the previously approved PUD and requires amendment of the original PUD site plan.

The property is zoned I-1 (Light Industrial District), within which a water treatment plant is permitted by right. A detailed project description and all associated application materials are available through the link provided on Page 1 of this report.

Site access is provided from Conception Street Road via Treatment Plant Road and an unopened street right-of-way. A 25-foot front yard setback must be illustrated wherever the property has frontage along a public street right-of-way, whether opened or unopened.

The preliminary site plan provides the lot size in acres only. The Final PUD Site Plan should include the total lot area expressed in both acres and square feet. The plan should also retain the provided site data table identifying the total square footage of existing and proposed buildings.

Commercial and industrial uses require buffering where adjacent to residential zoning districts. The subject property abuts undeveloped R-1 (Single-Family Residential) property to the south. Although not depicted on the submitted site plan, recent aerial imagery indicates the presence of an existing vegetative buffer between the residentially zoned property and the water treatment facility. This buffer should be preserved and clearly illustrated on the Final PUD Site Plan.

An existing chain-link fence surrounding the facility is shown on the preliminary plan and should be retained on the Final PUD Site Plan.

Elevation drawings for the proposed electrical buildings were not submitted. The maximum allowable building height in the I-1 District is 45 feet; this limitation should be noted on the Final PUD Site Plan.

Planned Unit Developments are site-plan specific. If approved, a revised PUD Site Plan depicting all existing and proposed improvements must be submitted to the Planning & Zoning Department. The revised plan should include, at a minimum:

- Total lot area in both square feet and acres;
- The size and location of all buildings, tanks, and processing facilities, including the two proposed electrical buildings totaling approximately 1,200 square feet;
- All streets along which the site has frontage, including right-of-way widths;
- Zoning district information;
- Parking and traffic circulation;
- Required buffers, setbacks, and fencing;
- Applicable notes and conditions of approval;
- The site's legal description or recorded plat reference; and
- A graphic scale and north arrow (as shown on the preliminary plan)

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

No dumpsters or dumpster pads are shown on the site plan, and it is unclear whether any currently exist on the property. Any dumpster placed on site must comply with the enclosure and placement requirements of Article 3, Section 64-3-13.A.4 of the UDC and should be illustrated on the Final PUD Site Plan. Alternatively, a note indicating that curbside waste removal is utilized may be provided.

It is also unclear whether the proposed improvements will require tree removal. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any approved tree plans on file.

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

The water treatment facility has been in operation since prior to 1984. The proposed additions represent a relatively minor modification to the site and are not expected to adversely affect the surrounding area with

respect to public health, safety, or welfare. Therefore, approval of the requested PUD modification may be appropriate.

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.

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

Considerations:

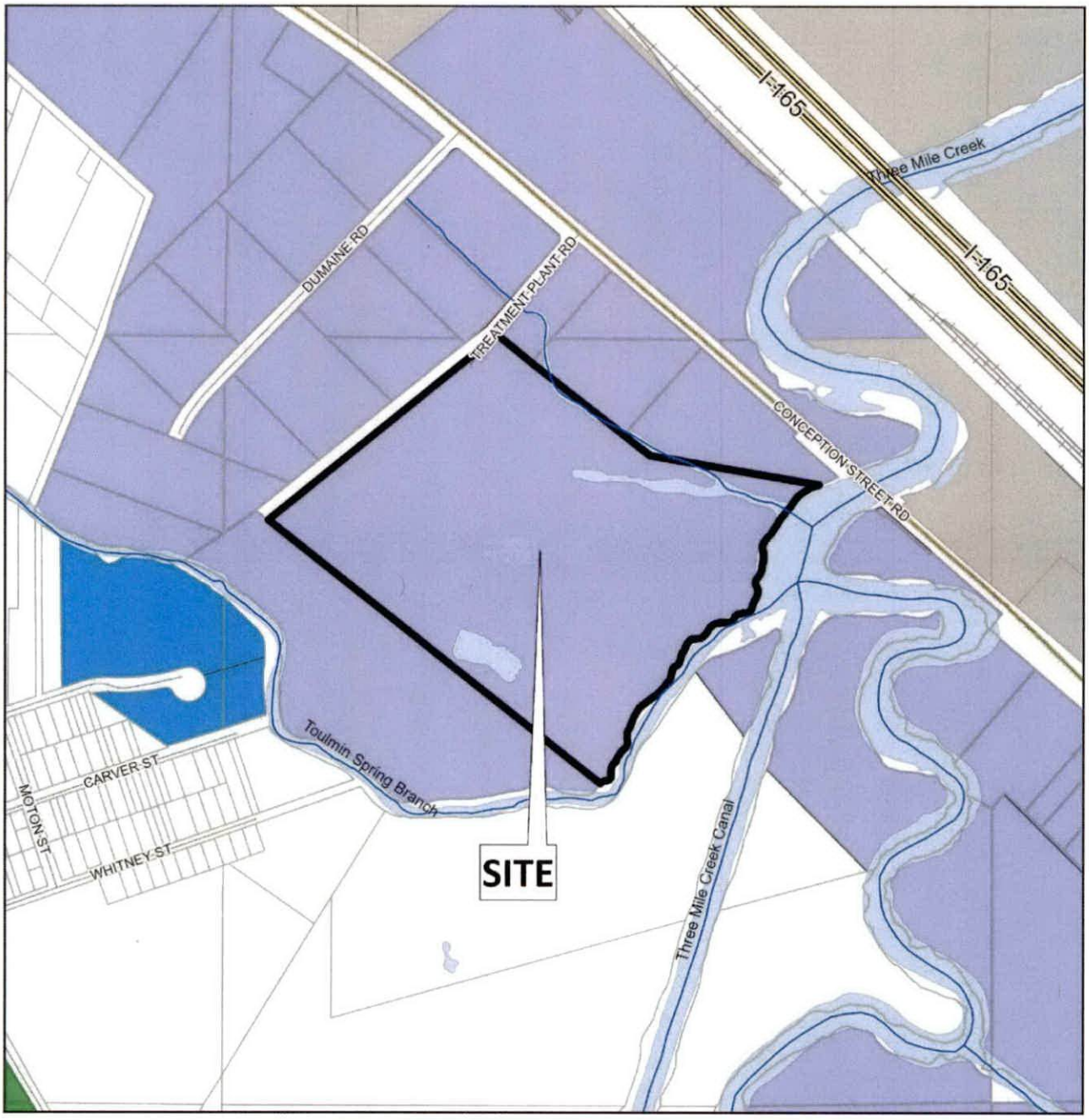
If the Planning Commission considers approval of the request, the following conditions should apply, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

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 this staff report;
3. Compliance with all Traffic Engineering comments noted in this staff report;
4. Compliance with all Urban Forestry comments noted in this staff report;
5. Compliance with all Fire Department comments noted in this 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.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE March 19, 2026

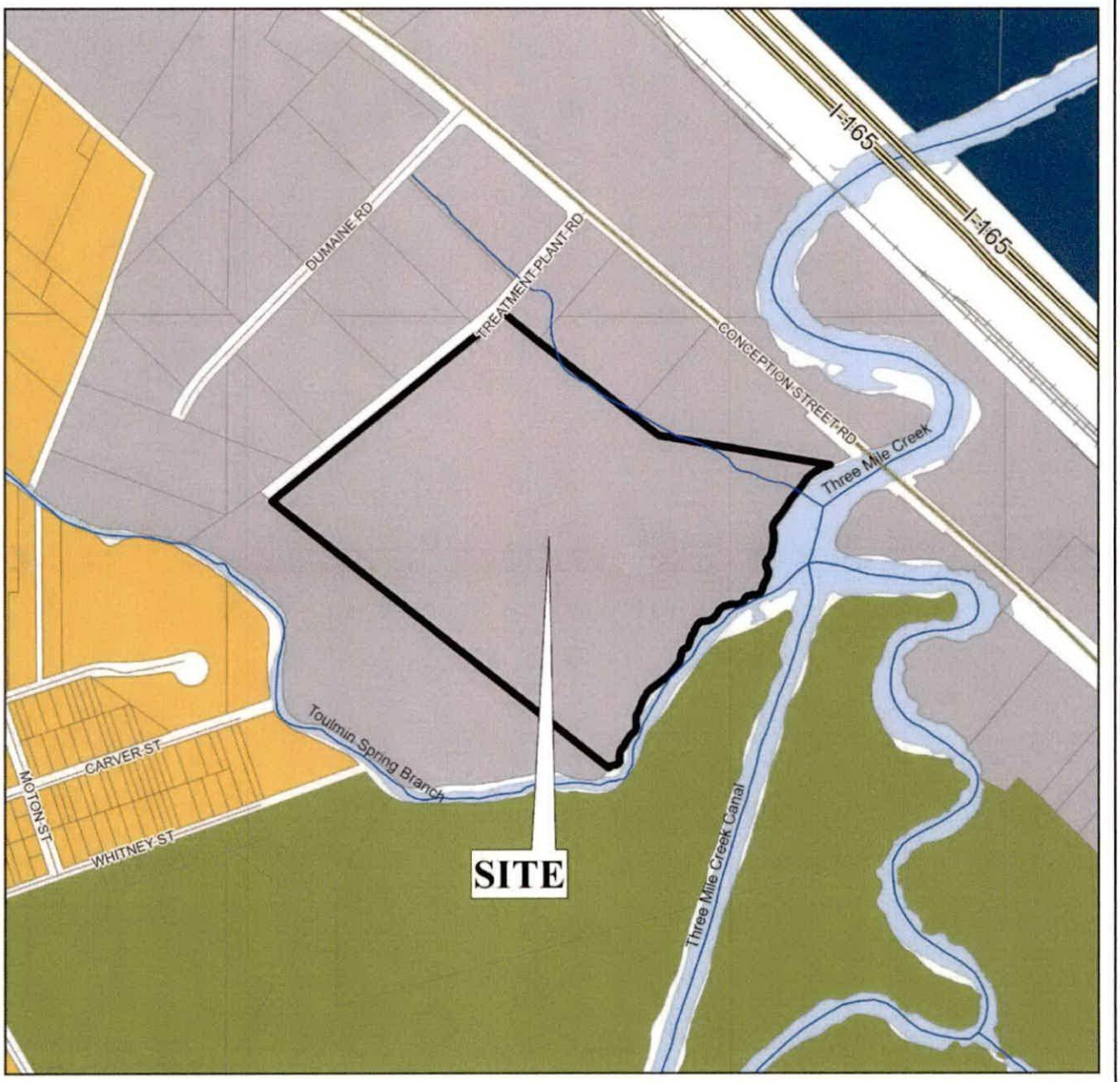
APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

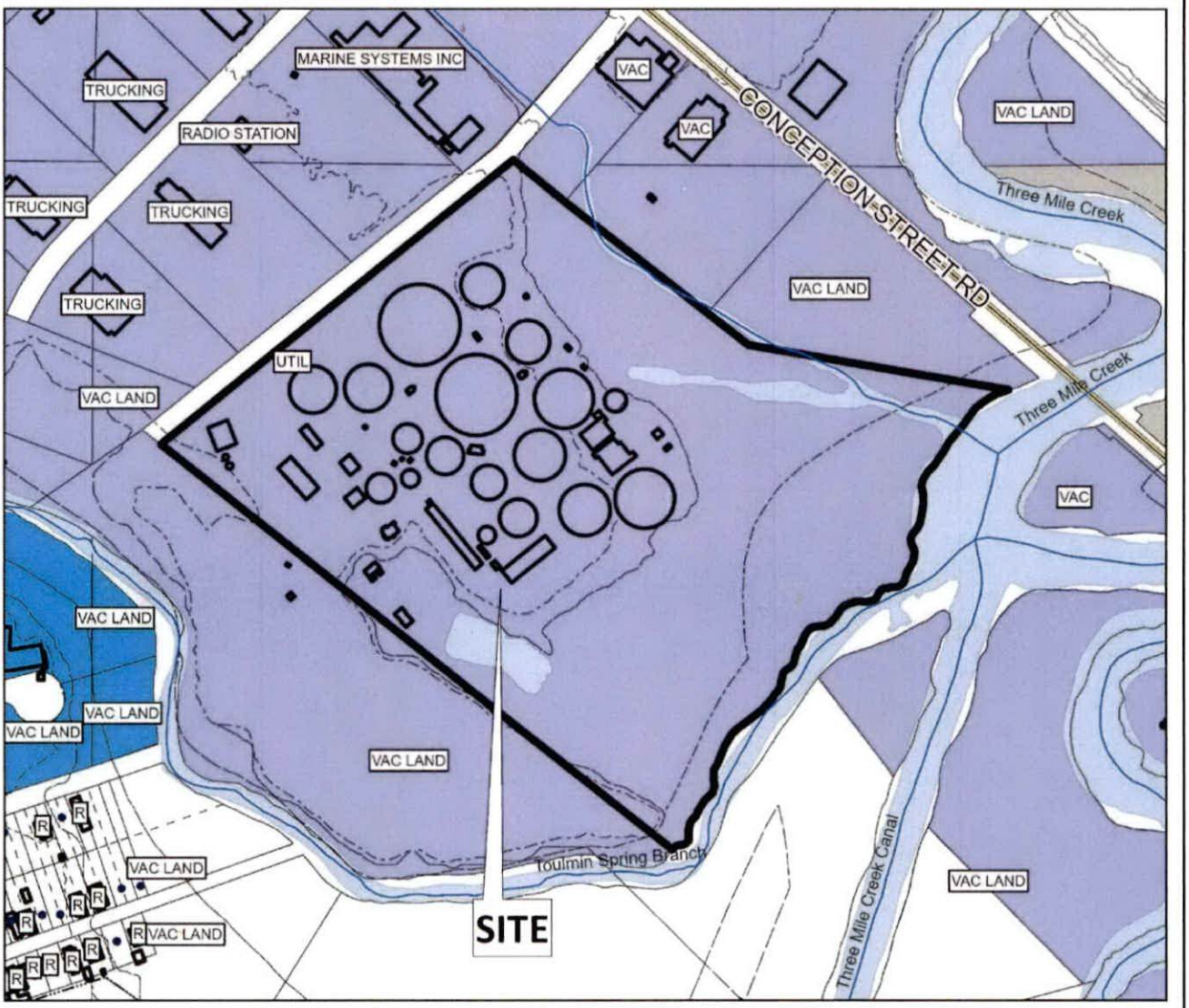
REQUEST PUD Modification

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 residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

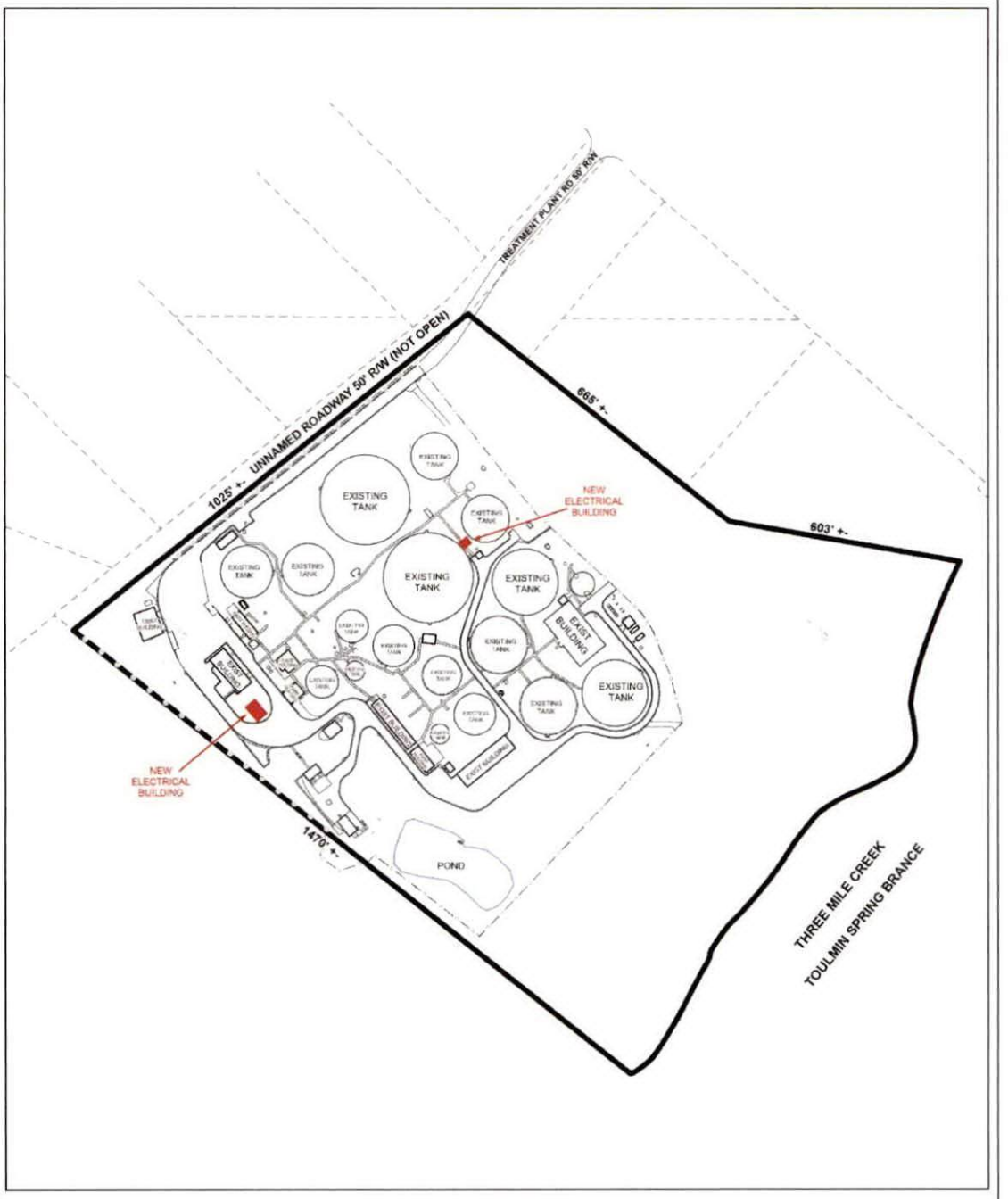
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, drives, and tanks.

APPLICATION NUMBER	11	DATE	March 19, 2026
APPLICANT	MAWSS (McCrory & Williams, Inc., Agent)		
REQUEST	PUD Modification		

N

NTS

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **19th** day of **May, 20226**, 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 1879 Conception Street Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

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

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.

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. 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;
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- 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.

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

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 TAXICAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab 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 May 19, 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 **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** 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, Travis Kayton individually or on behalf of _____, 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:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

Business Information

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

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Travis Houston			

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 [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paperwork back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 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:

Ground Transportation with Travis

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.

Travis Houston
Applicant's Signature

NAME OF ENTITY:
Ground Transportation with Travis

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE NOTARY PUBLIC ALABAMA STATE AT LARGE

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

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.

Travis Houston

Signature

4/14/2026

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: Travis Houston

Date of Birth: ___ Security # _____

Present Address_

Home Phone Number:(_ ____Work Phone Number: _

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

Present Employer and Address: NONE

Present Position/Title: _____

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.

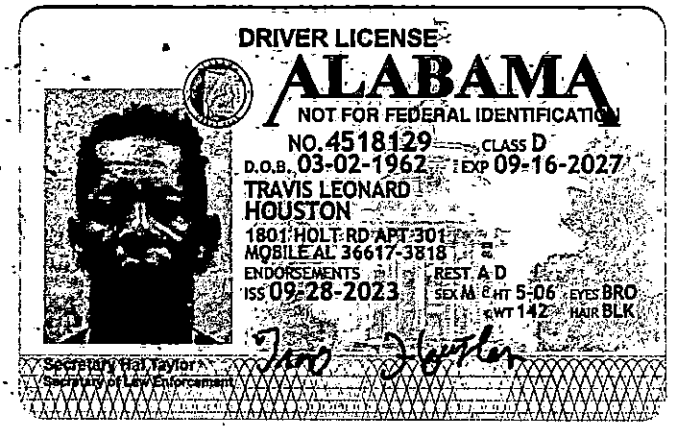
Give nature of all transactions or acts giving rise to these judgements.

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.

Travis Houston
Signature

4/14/26
Date Signed


DRIVER LICENSE
ALABAMA
NOT FOR FEDERAL IDENTIFICATION
NO. 4518129 CLASS D
D.O.B. 03-02-1962 EXP 09-16-2027
TRAVIS LEONARD
HOUSTON
1801 HOLT RD APT 301
MOBILE AL 36617-3818
ENDORSEMENTS REST A D
ISS 09-28-2023 SEX M HT 5-06 EYES BRO
WT 142 HAIR BLK
Secretary Hal Taylor
Secretary of Law Enforcement

APPLICANT

* See Privacy Act Notice on Back

D-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Hoston

RESIDENCE OF PERSON FINGERPRINTED: 561 WAGNER COURT, MOBILE, AL 36617

DATE: 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Webb,Patricia 21660

EMPLOYER AND ADDRESS: GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

REASON FINGERPRINTED: LIMO/TAXI DRIVER

ALIASES: AKA

ORI: AL0020100

DATE OF BIRTH: DOB Month Day Year 03-02-1962

CITIZENSHIP: CTZ	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH: POB
US	M	B	506	150	BRO	BLK	AL

YOUR NO: OCA

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

SOCIAL SECURITY NO: SOC 418022889

MISCELLANEOUS NO: MNU

LEAVE BLANK

CLASS

REF



NEC LSCAN500 003923 20260413

4/13/2026 9:48 AM







FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

APPLICANT

THIS CARD FOR USE BY:

1 LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS *

2 OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES: UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*

3 U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**

4 OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS

Please review this helpful information to aid in the successful processing of hard copy civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation:

Ensure all information is typed or legibly printed using blue or black ink.
Enter data within the boundaries of the designated field or block.
Complete all required fields. (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

* The required fields for hard copy civil fingerprint cards are: ORI, Date of Birth, Place of Birth, NAM, Sex, Date fingerprinted, Reason Fingerprinted, and proper completion of fingerprint impression boxes.

Do not use highlighters on fingerprint cards.
Do not enter data or labels within 'Leave Blank' areas.
Ensure fingerprint impressions are rolled completely from nail to nail.
Ensure fingerprint impressions are in the correct sequence.
Ensure notations are made for any missing fingerprint impression (i.e. amputation).
Do not use more than two retabs per fingerprint impression block.
Ensure no stray marks are within the fingerprint impression blocks.

Training aids can be ordered online via the Internet by accessing the FBI's website at: fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Biometric Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <identity@fbi.gov>.

Social Security Account Number (SSAN): Pursuant to the Privacy Act of 1974, any Federal, state, or local government agency that requests an individual to disclose his or her SSAN, is responsible for informing the person whether disclosure is mandatory or voluntary, by what statutory or other authority the SSAN is solicited, and what uses will be made of it. In this instance, the SSAN is solicited pursuant to 28 U.S.C. 534 and will be used as a unique identifier to confirm your identity because many people have the same name and date of birth. Disclosure of your SSAN is voluntary, however, failure to disclose your SSAN may affect completion or approval of your application.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub.L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

PAPERWORK REDUCTION ACT NOTICE

According to the Paperwork Reduction Act of 1995, no persons are required to provide the information requested unless a valid OMB control number is displayed. The valid OMB control number for this information collected is 1110-0046. The time required to complete this information collected is estimated to be 10 minutes, including time reviewing instructions, gathering, completing, reviewing and submitting the information collection. If you have any comments concerning the accuracy of this time estimate or suggestions for reducing this burden, please send to: Department Clearance Officer, United States Department of Justice, Justice Management Division, Policy and Planning Staff, Washington, DC 20530.

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** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO, PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS), VETERANS' ADMINISTRATION CLAIM NO. (VA)

FD-258 (Rev. 11-1-20)

U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM: HOSTON, TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Houston

ALIASES AKA:

ORI: AL0020100

DATE OF BIRTH DOB (Month Day Year): 03-02-1962

RESIDENCE OF PERSON FINGERPRINTED: 561 WAGNER COURT, MOBILE, AL 36617

CITIZENSHIP CTZ	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH POB
US	M	B	506	150	BRO	BLK	AL

DATE: 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Webb,Patricia 21660

YOUR NO OCA:

EMPLOYER AND ADDRESS: GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

UNIVERSAL CONTROL NO UCN:

ARMED FORCES NO MNU:

REASON FINGERPRINTED: LIMO/TAXI DRIVER

SOCIAL SECURITY NO SOC: 418022889

MISCELLANEOUS NO MNU:

LEAVE BLANK

CLASS:

REF:





NEC LSCAN500 003923 20260413

4/13/2026 9:48 AM



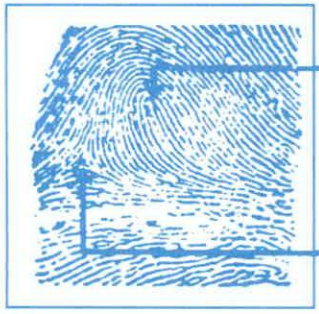




FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

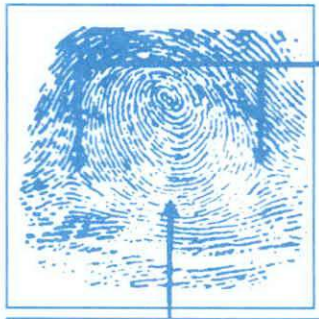
1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

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ARCHES HAVE NO DELTAS

APPLICANT

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Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

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FD-258 (Rev. 11-1-20)
GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

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 TAXICAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab 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 May 19, 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 **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** 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, Travis Kayton individually or on behalf of _____, 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:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

Business Information

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

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Travis Houston			

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 [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paperwork back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 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:

Ground Transportation with Travis

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.

Travis Houston
Applicant's Signature

NAME OF ENTITY:
Ground Transportation with Travis

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE NOTARY PUBLIC ALABAMA STATE AT LARGE

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

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.

Travis Houston

Signature

4/14/2026

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: Travis Houston

Date of Birth: ___ Security # _____

Present Address_

Home Phone Number:(_____Work Phone Number: _

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

Present Employer and Address: NONE

Present Position/Title: _____

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.

Travis Houston
Signature

4/14/26
Date Signed



APPLICANT

See Privacy Act Notice on Back

D-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Houston

RESIDENCE OF PERSON FINGERPRINTED: [redacted]

ALIASES: AKA

ORI: AL0020100

[redacted]

CITIZENSHIP	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH
CTZ: US	M	B	506	150	BRO	BLK	POB: AL

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YOUR NO: OCA

LEAVE BLANK

EMPLOYER AND ADDRESS: [redacted]

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

CLASS

REF

REASON FINGERPRINTED: LIMO/TAXI DRIVER

[redacted]

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

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ARCHES HAVE NO DELTAS

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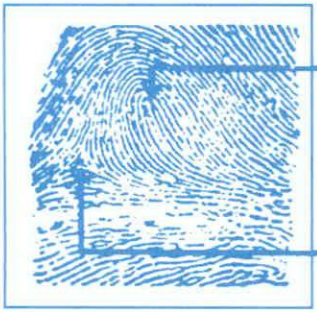

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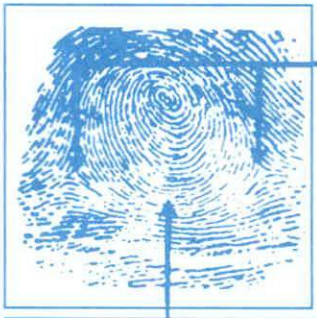

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PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

PAPERWORK REDUCTION ACT NOTICE

According to the Paperwork Reduction Act of 1995, no persons are required to provide the information requested unless a valid OMB control number is displayed. The valid OMB control number for this information collected is 1110-0046. The time required to complete this information collected is estimated to be 10 minutes, including time reviewing instructions, gathering, completing, reviewing and submitting the information collection. If you have any comments concerning the accuracy of this time estimate or suggestions for reducing this burden, please send to: Department Clearance Officer, United States Department of Justice; Justice Management Division; Policy and Planning Staff; Washington, DC 20530.

INSTRUCTIONS:

* 1 PRINTS MUST GENERALLY BE CHECKED THROUGH THE APPROPRIATE STATE IDENTIFICATION BUREAU, AND ONLY THOSE FINGERPRINTS FOR WHICH NO DISQUALIFYING RECORD HAS BEEN FOUND LOCALLY SHOULD BE SUBMITTED FOR FBI SEARCH.

2 IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI. UNIVERSAL CONTROL NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.

** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO., PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS) VETERANS' ADMINISTRATION CLAIM NO. (VA).

FD-258 (Rev. 11-1-20)
GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

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 SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Raw Medical Transport, LLC 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 May 19, 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 **Raw Medical Transport, LLC** 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, Roderick Williams individually or on behalf of RAW MEDICAL TRANSPORT, 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:

RAW MEDICAL TRANSPORT, LLC

Business Address: _

Telephone: _ Trade Name _____

Business Information

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

Birthdate: _ SSN: ___-___-____

Residence Address:

Address City State Zip code

Telephone Number: License #: _

Residing in Mobile County: Years: Months: 0

U.S. Citizenship: Yes ✓ No _____

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

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

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

Business Address:
(If different from a

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

Name	Title	Address	Amount of Stock Held (if any)

persons against which such judgements are pending, the [illegible] 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? 8 am - 6 pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

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.

Roderick Williams

Applicant's Signature

NAME OF ENTITY: RAW Medical Transport LLC

By: Roderick Williams

Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16th **DAY OF** April, 20 26

Notary Public

JAMES DRAKE NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires July 26, 2028

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WILLIAMS, RODERICK ANTOINE		
Address:		**Nick Name:**	
Phone:	.		
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	53
Weight:	155	**Eyes:**	BROWN
Height:	5'05"	**Facial:**	
Hair:	BALD	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL**	**DL Type:** C	**S'**
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: _____
DATE: 4-15-2026

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WILLIAMS, LAMANDA MARIE		
Address:	E	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	52
Weight:	166	**Eyes:**	BROWN
Height:	5'05"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL		**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: R. Hamilton
DATE: 4/16/26

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, May 7, 2026 3:40:33 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, May 7, 2026 3:39 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Janelle Finley Adams
Date To Address Council: 2026-05-19
Address: 2202 Dauphin Street
Email: janellefinley1987@gmail.com
Phone: 2516487015
Subject And Specific Questions: Gulf Coast Challenge & Port City Classic update
Pertain To City Business: To share updates on the Gulf Coast Challenge and Port City Classic weekends, including their impact on tourism, local businesses, community engagement, and upcoming event planning within the City of Mobile.
Signature: Janelle Finley Adams
Signature Verify: X
Agree: X
Date Submitted: 2026-05-07 15:39:33

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

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: 5/19 Agenda
Date: Thursday, May 14, 2026 1:56:40 PM

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, May 14, 2026 1:58 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: 5/19 Agenda

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

Dear City Clerk's Office,

Greetings! I hope that all is well with each of you. This is a formal request to be added to the upcoming Agenda. I shall present the following:

* Request an investigation into land deals associated with the Mobile Airport Authority;

* Request an investigation into defamatory practices being made by certain members of the reported Administration;

* Request an investigation into unconstitutional acts being orchestrated by the Gulf Coast Technology Center;

* Rules: Amend the process for Items being added to the Agenda, Citizen engagement and inconsistencies;

* Economic Development: Access to residential/commercial properties, advancements for the Municipal Enforcement Department;

* Public Safety: Performance Contracts; Summer Camp Fees; Amendments to Chapter 46 of Mobile Municipal Code to better assist Police Officers patrolling in unfamiliar or uncomfortable territories.

Thank you for your attention to these pertinent matters pertaining to our City's business. Have a great weekend. See you all on Tuesday!

Kindest Regards,

Reginald J. Hill, II - M. Ed.

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



CITY CLERK DEPARTMENT
2026 MAY 14 PM 2:00

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: Estella Trotter Date: 5.14.2026

Address: 1602 E Forrest Street Mobile, AL 36605

Phone: 251.455.2040 Email: _____

Date to Address City Council: 5.19.2026

Subject and/or specific questions (must complete): Due process being abused

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

~~Oversight~~ lack of accountability

Signature: Estella Trotter

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 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026**, a public hearing will be held on the **12th** day of **May**, 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 65 Mobile Street.

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 July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District, on property located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 2025, the owner of said property applied for a Major Modification of the previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,

3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. 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. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE 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 12th day of May, 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 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planning Approval that was approved for said location on **July 20, 2023**. On December 11, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.** If approved, the major modification will **allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on **July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District,** on property located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 2025**, the owner of said property applied for a Major Modification of the previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. 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. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026**, considered the request of **UMS Wright Preparatory School,** for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: Don Whittington
Sent: Tuesday, March 31, 2026 7:05 AM
To: 'Melissa Nolte'
Subject: RE: UMS 5 Classroom

J.6 H U8506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. 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.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. 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.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, Don Whittington [redacted]

1

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003572-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school 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 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. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$364.04.** 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 [redacted] 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

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:	65 North Mobile Street Al 36607	
Email:	[redacted]	
Phone:	[redacted]	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:	65 N. Mobile St. Mobile Al 3660	

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006165.000

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) — 12/9/2025 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.

Applicant or Agent Signature — 12/9/2025 Date

[redacted]

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 new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

[redacted]

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 new administrative building entrance will be approximately 24 feet to peak of roof.
  Library facade improvements are approximately 30 feet high.
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
  The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.
- ☐ Lighting:
  The areas of new construction has existing lighting.
- ☐ Hours of operation:
  7:30 AM to 3:00 PM
- ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed basketball court will not add too or create any of the elements listed above.

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.
   By providing education and physical fitness benefits.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Address: 65 N. Mobile Street, Mobile Al 36607 Zip Code: 36607

Phone: [redacted] Fax: Email: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

Pho[redacted]

Submitted by:

Signature

Don Whittington

Print

12.9.25

Date

Project Manager

Affiliation to project/Organization

[redacted]

Revised May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANK GIL, 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 VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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.

DOUG BARBER
Designee (1)

[redacted]
Phone Number

TODD MORRIS
Designee (2)

[redacted]
Phone Number

Signature of Company Owner

12/15/2025
Date

Outlook

Re: UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 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.

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

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[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. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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 Wednesday, December 17, 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.

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Regards,
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Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

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Build Mobile

[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
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Address:		

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[redacted]

CHECKLIST D

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---

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
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6. Please provide the following information:
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   - ☐ Other conditions that are unique to the use of the property:

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   By providing education and physical fitness benefits.

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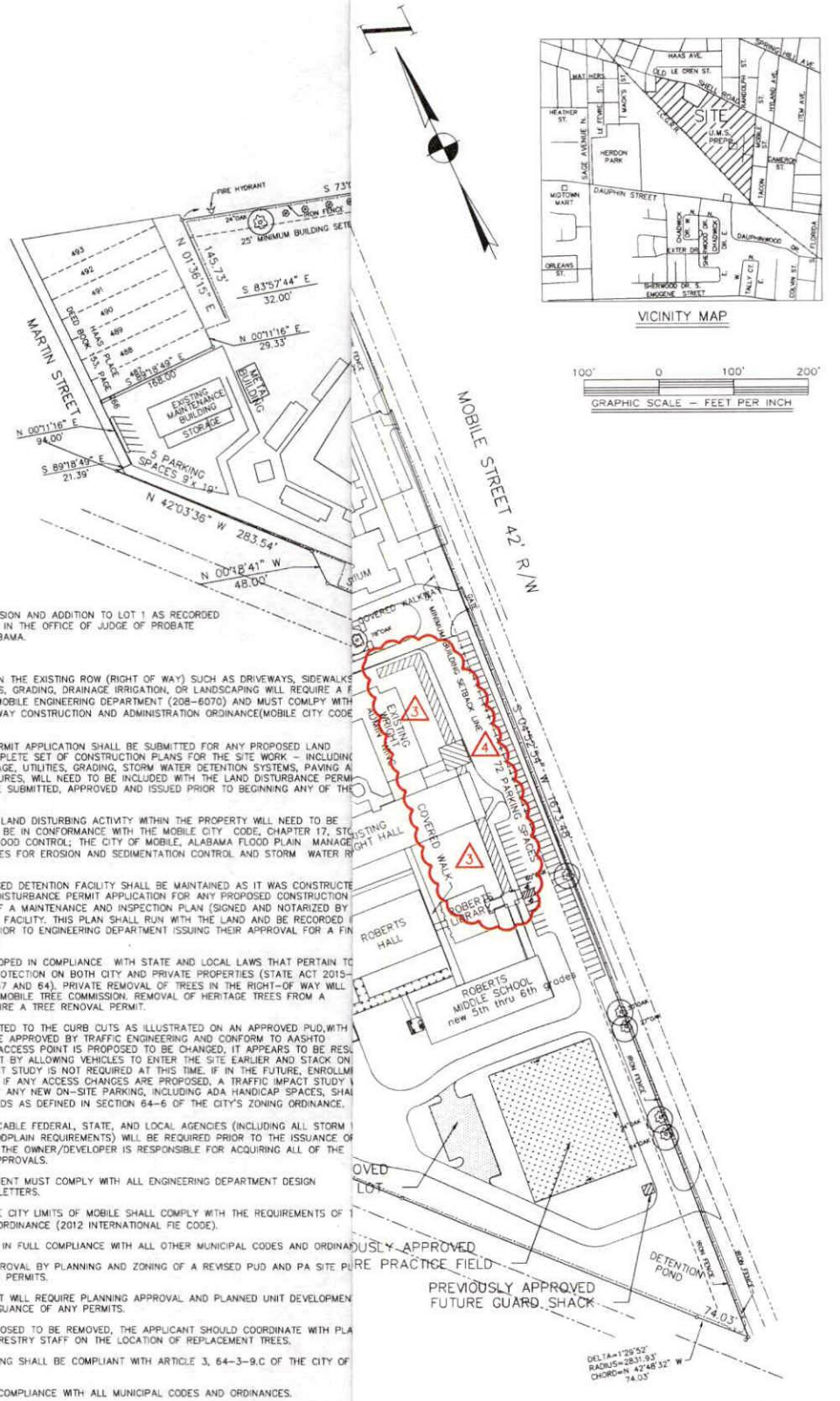


VICINITY MAP

100' 0 100' 200'

GRAPHIC SCALE – FEET PER INCH

DESCRIPTION:

LOT 1, UMS–WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A F PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208–6070) AND MUST COMLPY WITH 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. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015– AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT–OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD,WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESU IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON–SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64–6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64–3–9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

G:\U8506–UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT–PUD 12.8.25.DWG

REVISIONS
REVISED DECEMBER 8, 2025: ADDITION OF BATHROOM, BASKETBALL COURT, COVERED SIDEWALKS AND ENTRAN

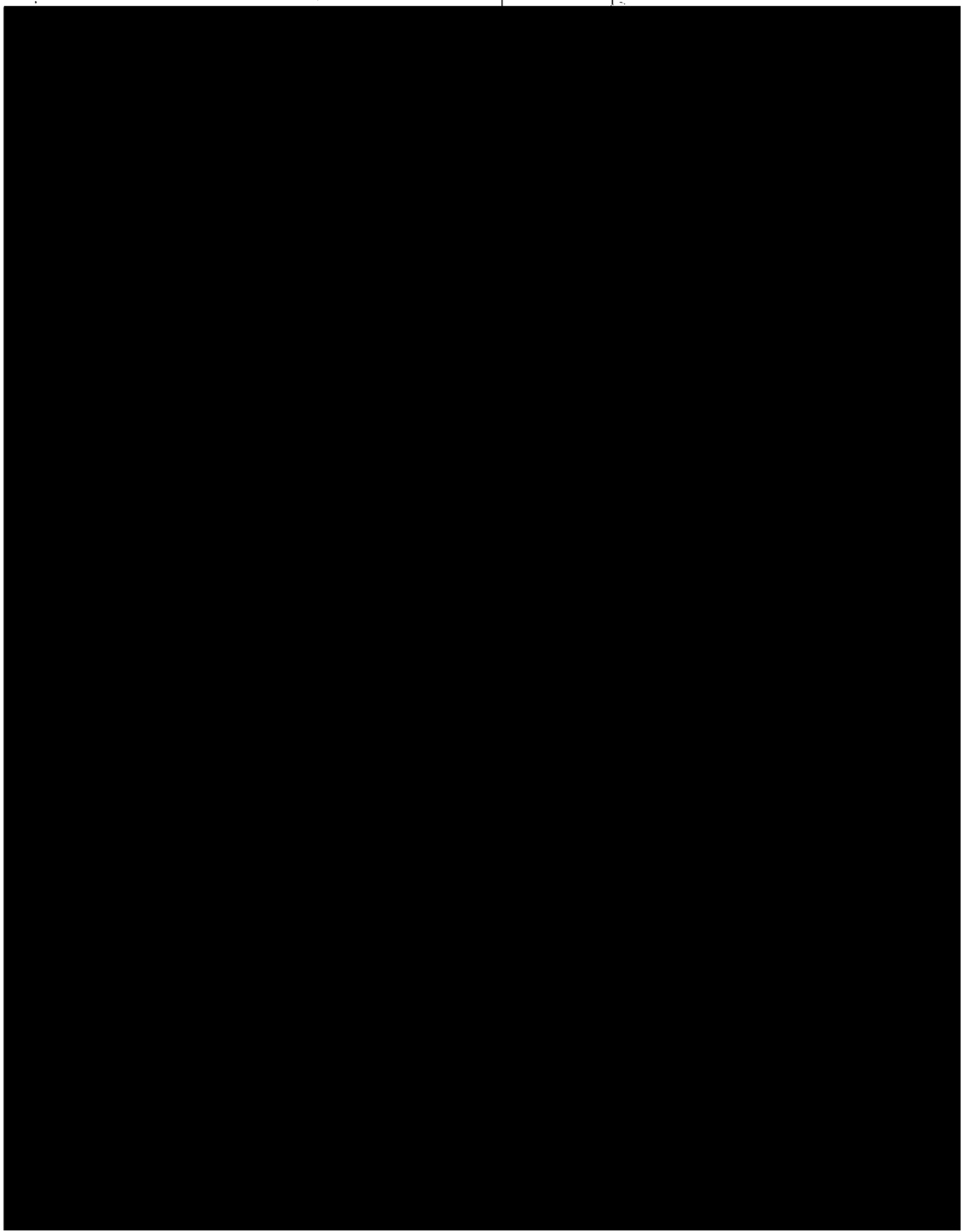
REVISED PUD–00106–2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

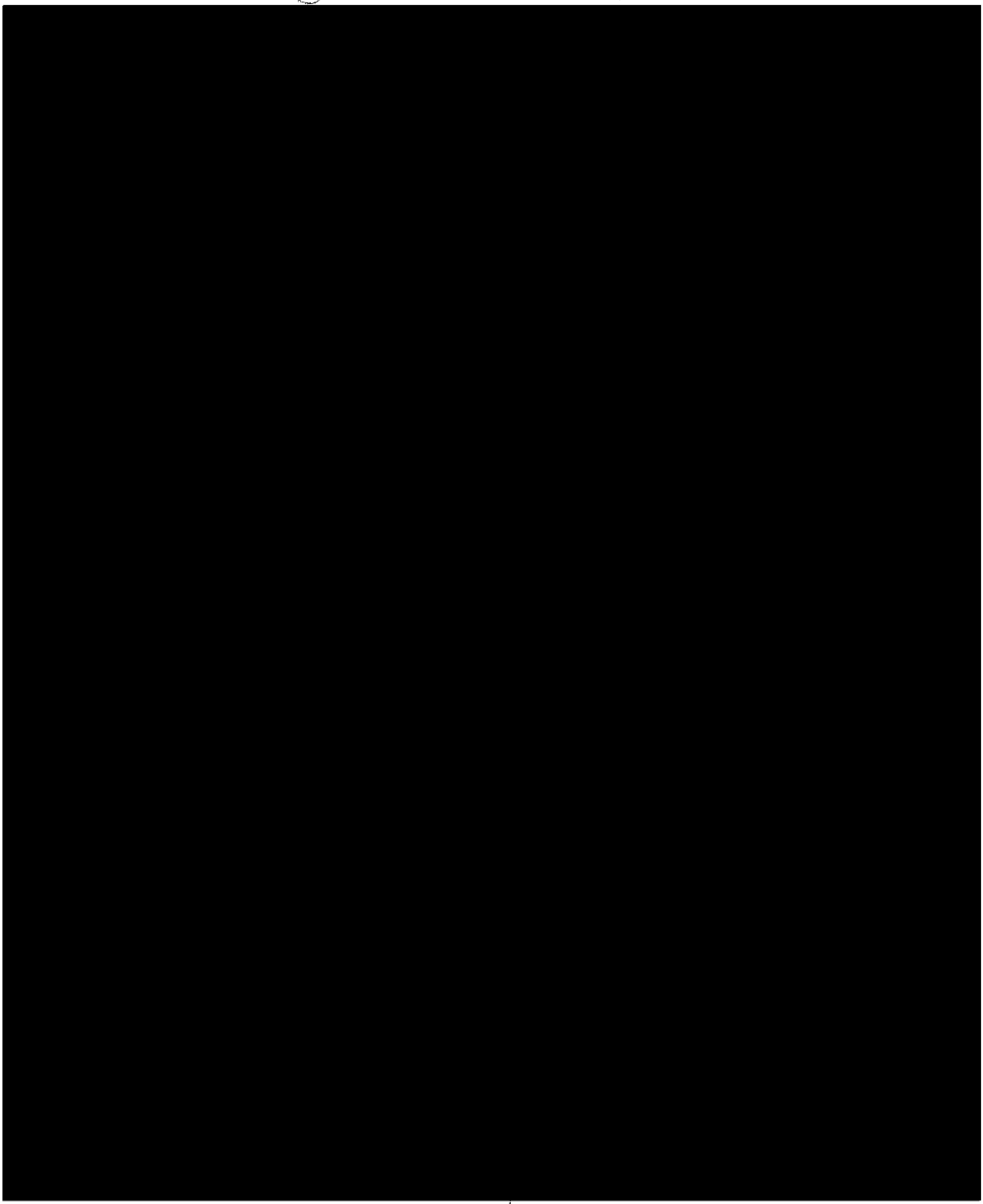
DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

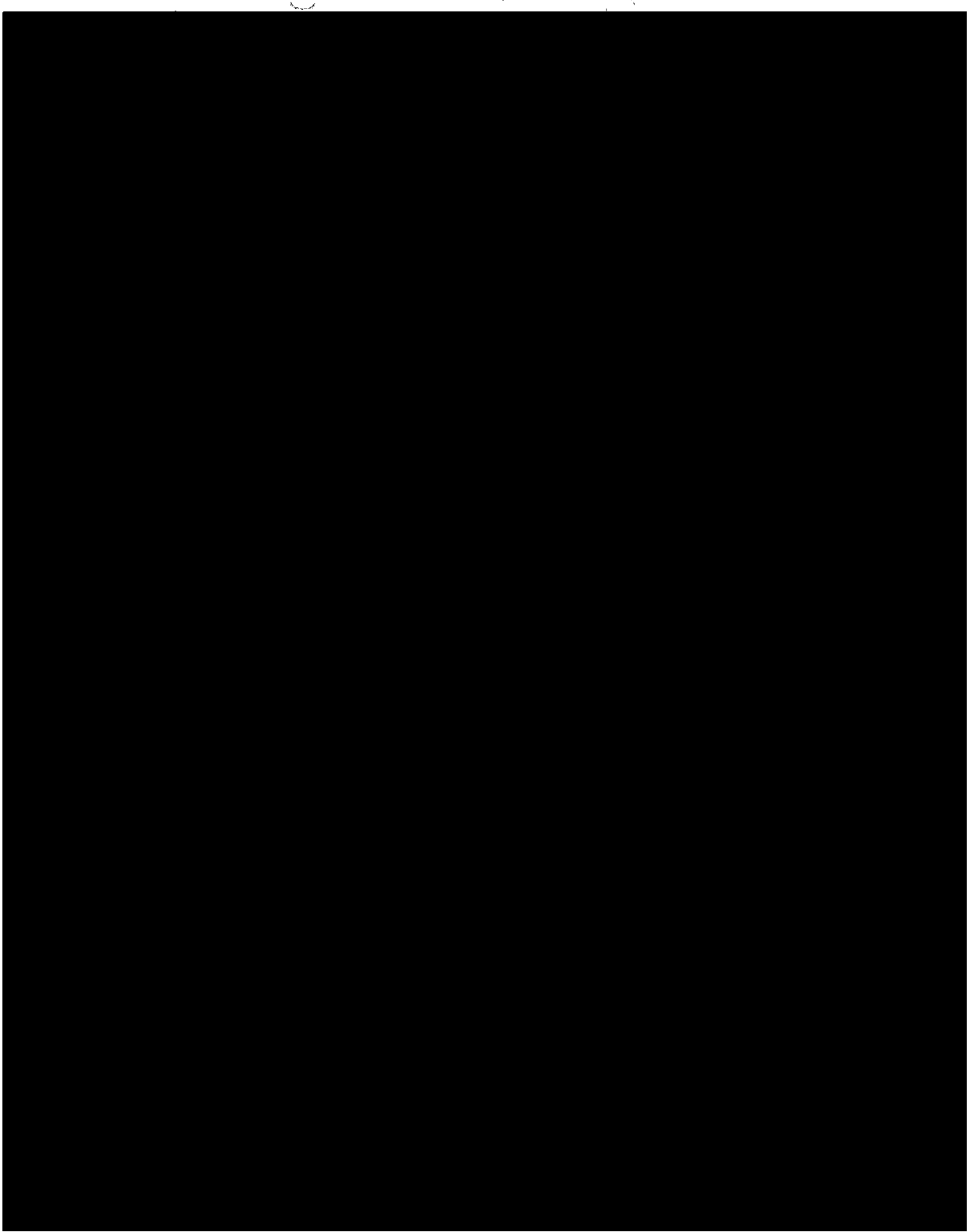
UMS-WRIGHT PREPARATORY SCHOOL

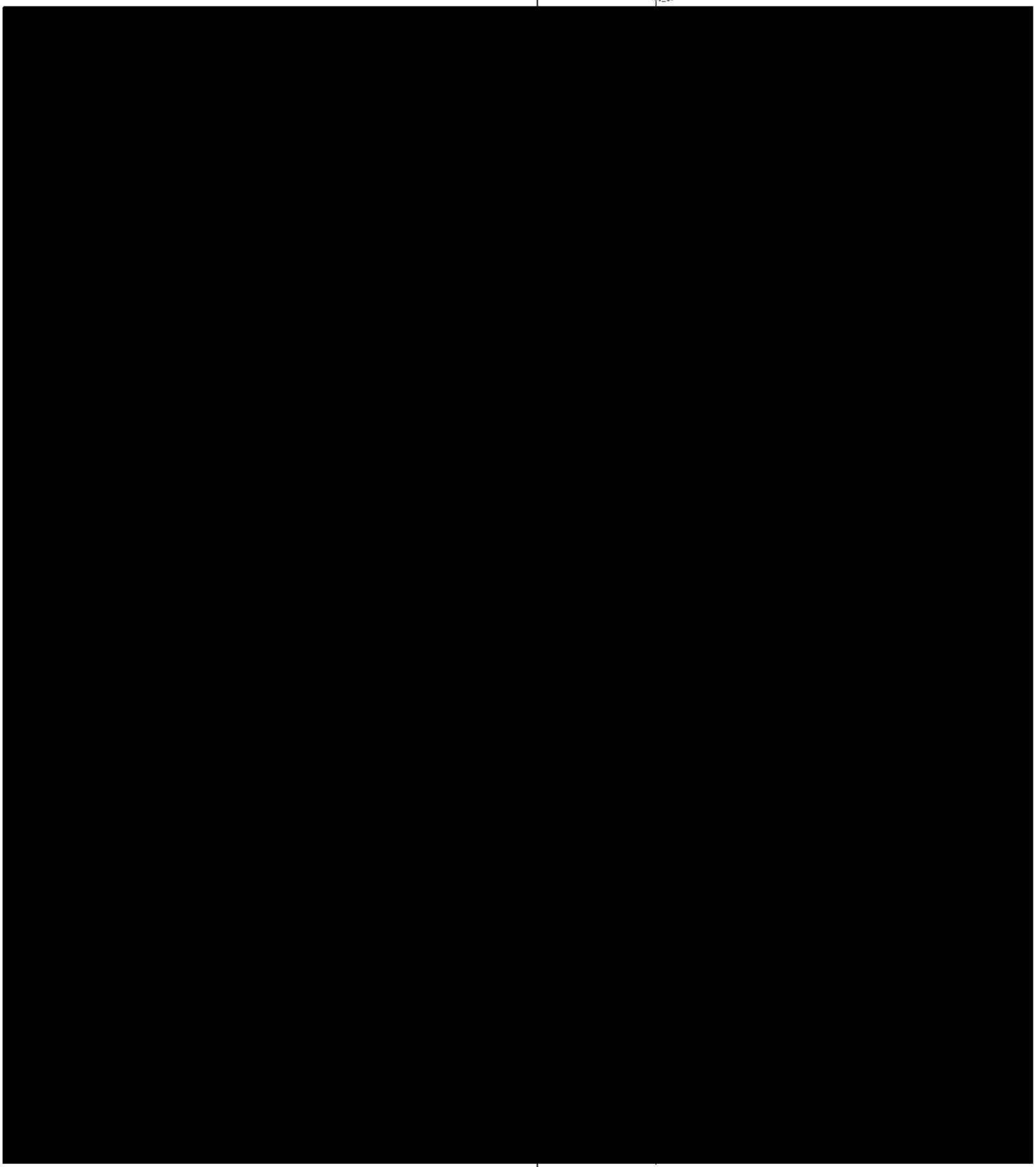
Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.









Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

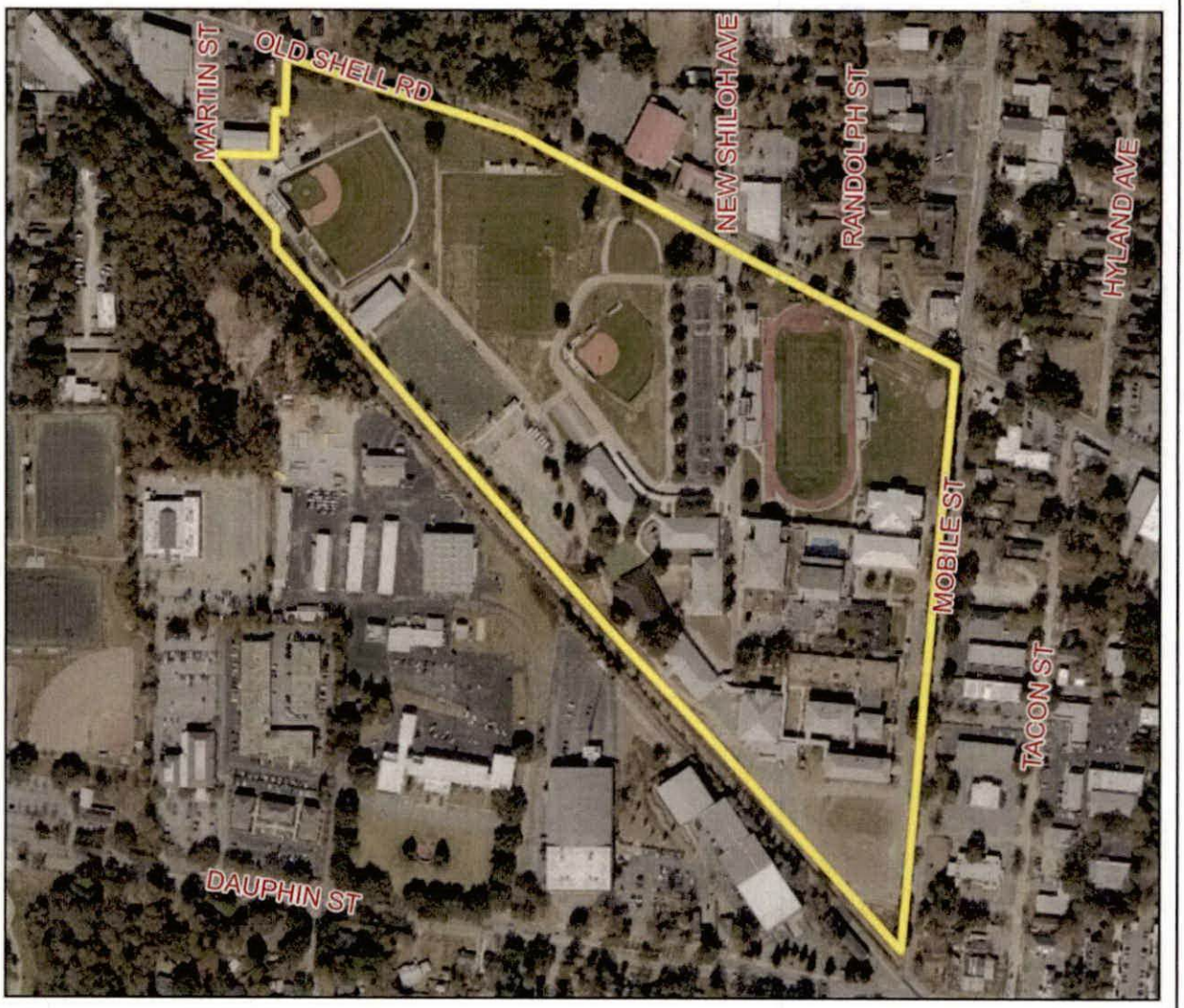
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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 private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

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.

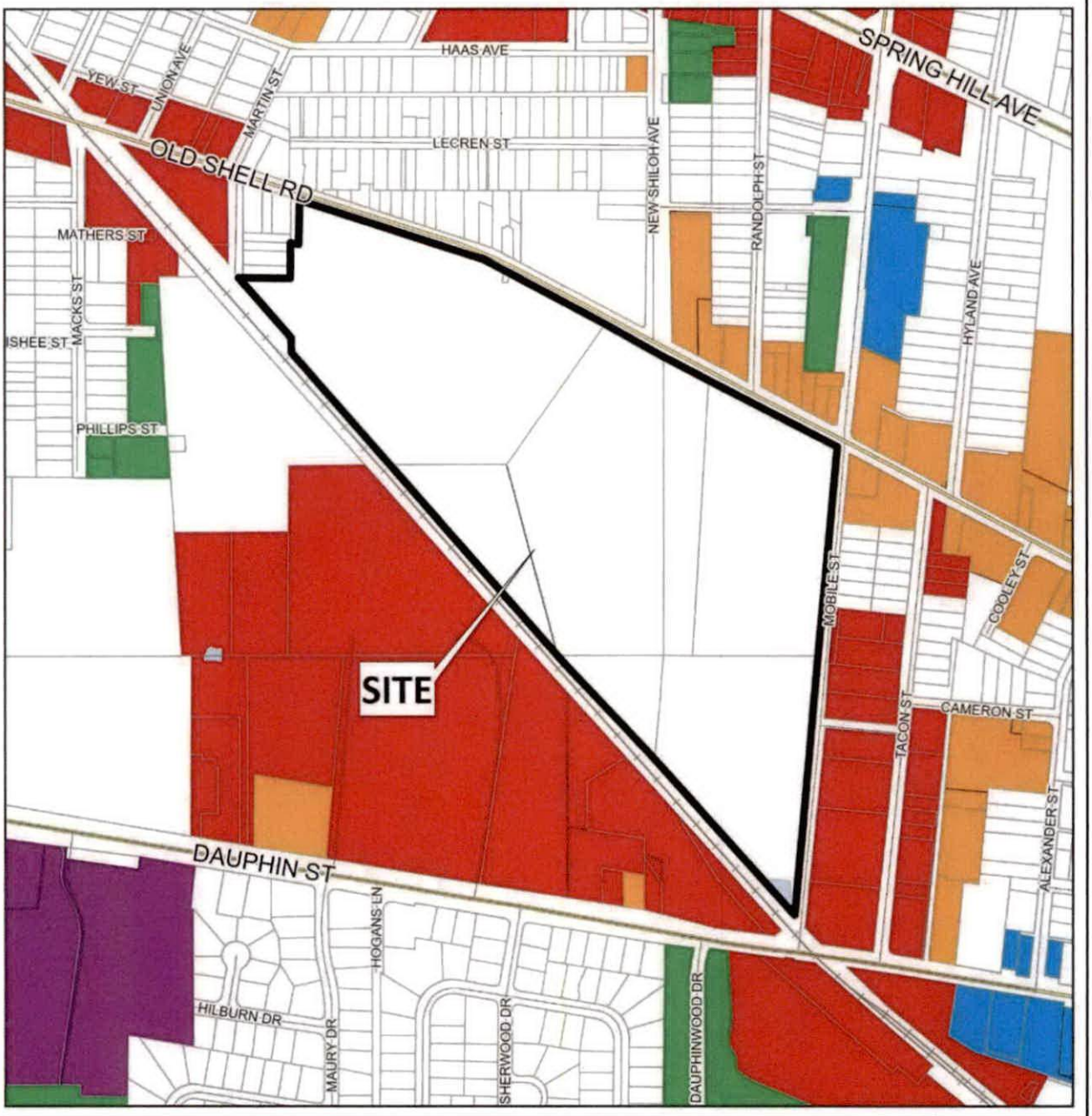
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

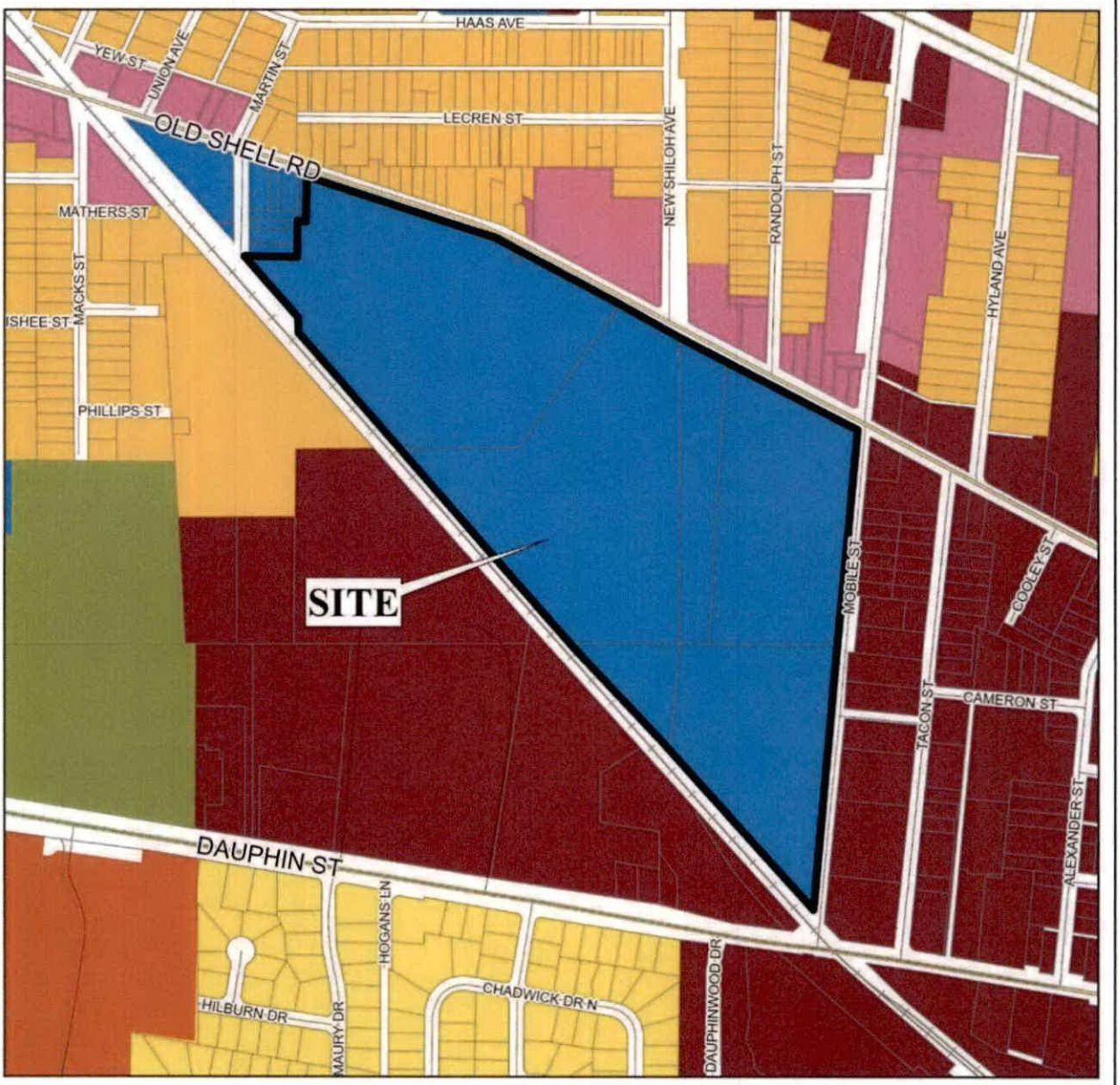
APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

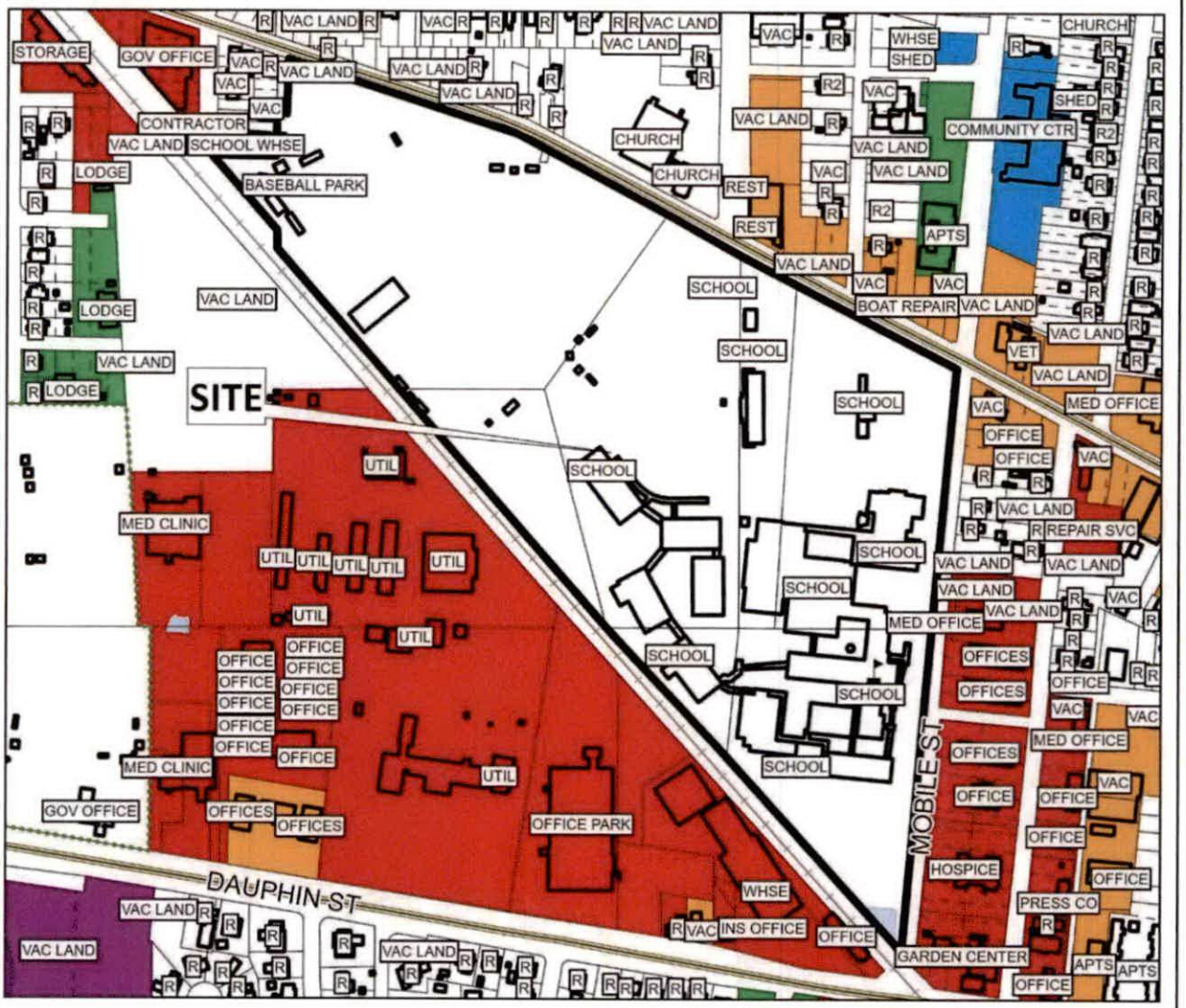
REQUEST PA Modification, PUD Modification

- 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 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

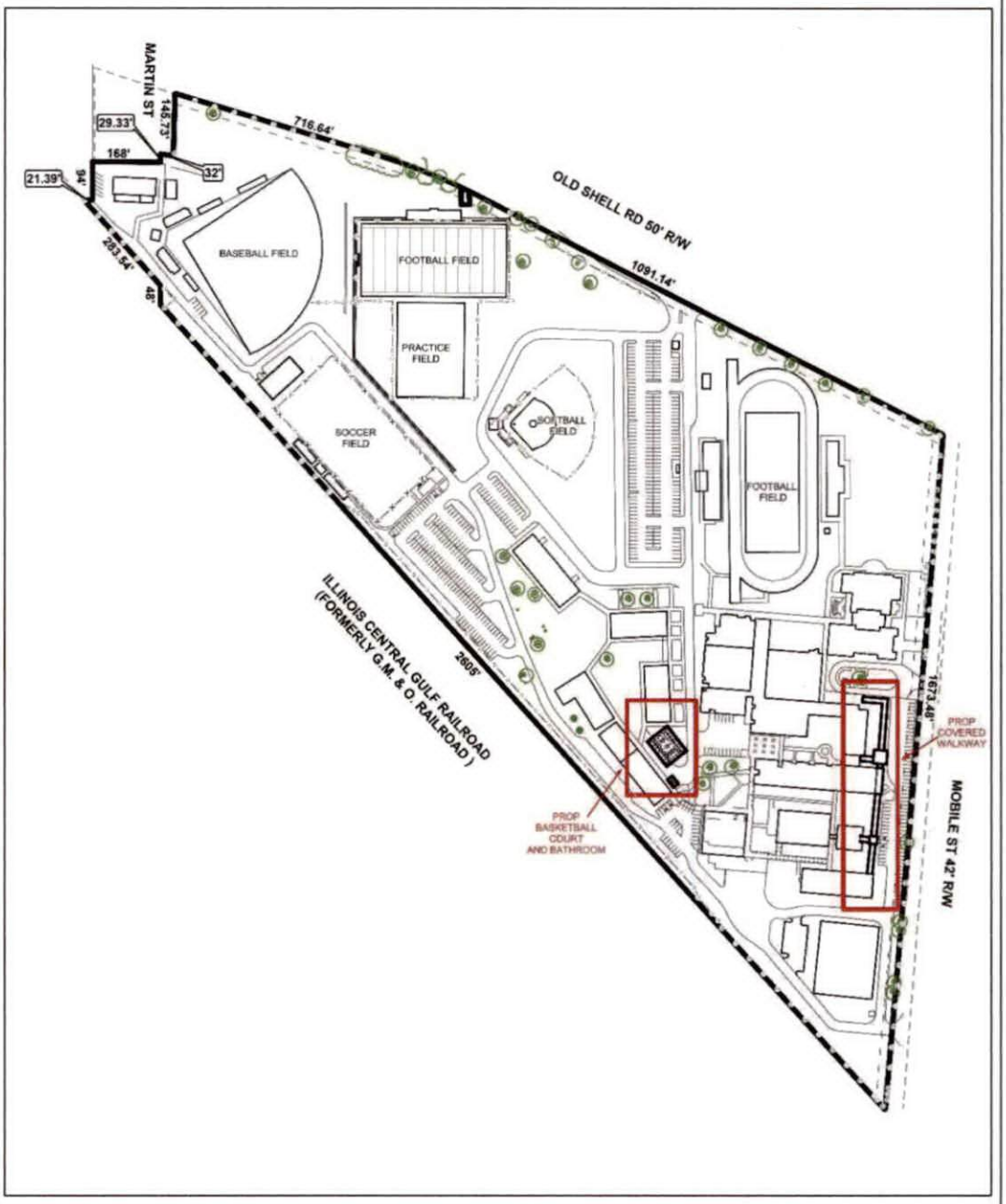
REQUEST PA Modification, PUD Modification

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

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER	12	DATE	January 15, 2026
APPLICANT	UMS Wright Preparatory School		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

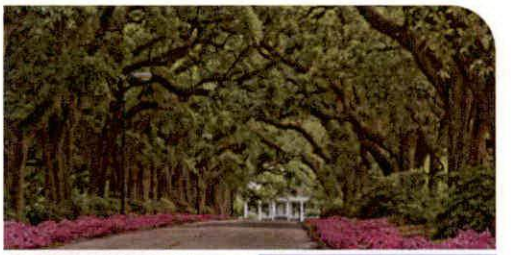
INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

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

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

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 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026,** a public hearing will be held on the **12th** day of **May**, 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 65 Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on July 20, 2023, to allow multiple buildings on a single building site, located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 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 restroom, basketball court, and a covered sidewalk.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. 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. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE 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 12th day of May, 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 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **July 20, 2023.** The owner of said property has applied for a Major Modification of a previously Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.** If approved, the modification will **allow construction of a restroom, basketball court, and a covered sidewalk,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **July 20, 2023,** to **allow multiple buildings on a single building site,** located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 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 restroom, basketball court, and a covered sidewalk.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026**, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. 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. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026,** considered the request of **UMS Wright Preparatory School**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk,** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: [redacted]
Sent:
To:
Subject:

D.6 # 08506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. 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.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. 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.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, [redacted]

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003573-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk

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 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. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$345.80.** 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 [redacted] 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 [redacted]

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:	65 North Mobile Street Al 36607	
Email:	todd@ums-wright.org	
Phone:	251.656.0950	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006185.000

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) — Date 12/9/2025

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

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

Applicant or Agent Signature — Date 12/9/2025

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 new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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 new administrative building entrance will be approximately 24 feet to peak of roof.

Library facade improvements are approximately 30 feet high.

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

The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

- ☐ Lighting:

The areas of new construction has existing lighting.

- ☐ Hours of operation:

7:30 AM to 3:00 PM

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

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

The proposed basketball court will not add too or create any of the elements listed above.

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.

By providing education and physical fitness benefits.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Add: 65 N. Mobile Street, Mobile Al 36607 36607

Pho: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Phon: [redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Addr: 3207 International Dr. Mobile Al Zip Code: 36606

Pho: [redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

P: [redacted]

Submitted by:

Signature: Don Whittington

Print

Date: 12.9.25

Affiliation to project/Organization: Project Manager

[redacted]

ed May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANKLIN, 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 VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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.

DOUG BARBER
Designee (1)

TODD MORRIS
Designee (2)

[redacted]

[signature]
Signature of Company Owner

12/15/2025
Date

[redacted]

Revised February 2022

Outlook

Re: UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 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.

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

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

From: Anderson, Logan <dloganander son@cityofmobile.org>
Sent: Monday, December 15, 2025 2:41 PM
[redacted]

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. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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 Wednesday, December 17, 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]

BUILDMOBILE

[redacted]

Good afternoon,

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1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.
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Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

Outlook

UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

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Regards,
Logan Anderson
Principal Planner
Build Mobile

[redacted]

BUILDMOBILE

Outlook

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Build Mobile
[redacted]

BUILDMOBILE

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Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000018.000,R022907230003358.000, R022907230006185.000

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) — 12/9/2025 — Date

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Applicant or Agent Signature — 12/9/2025 — Date

Planning Commission Ap[redacted]

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 new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

[redacted]

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 new administrative building entrance will be approximately 24 feet to peak of roof.
Library facade improvements are approximately 30 feet high.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

☐ Lighting:
The areas of new construction has existing lighting.

☐ Hours of operation:
7:30 AM to 3:00 PM

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
The proposed basketball court will not add too or create any of the elements listed above.

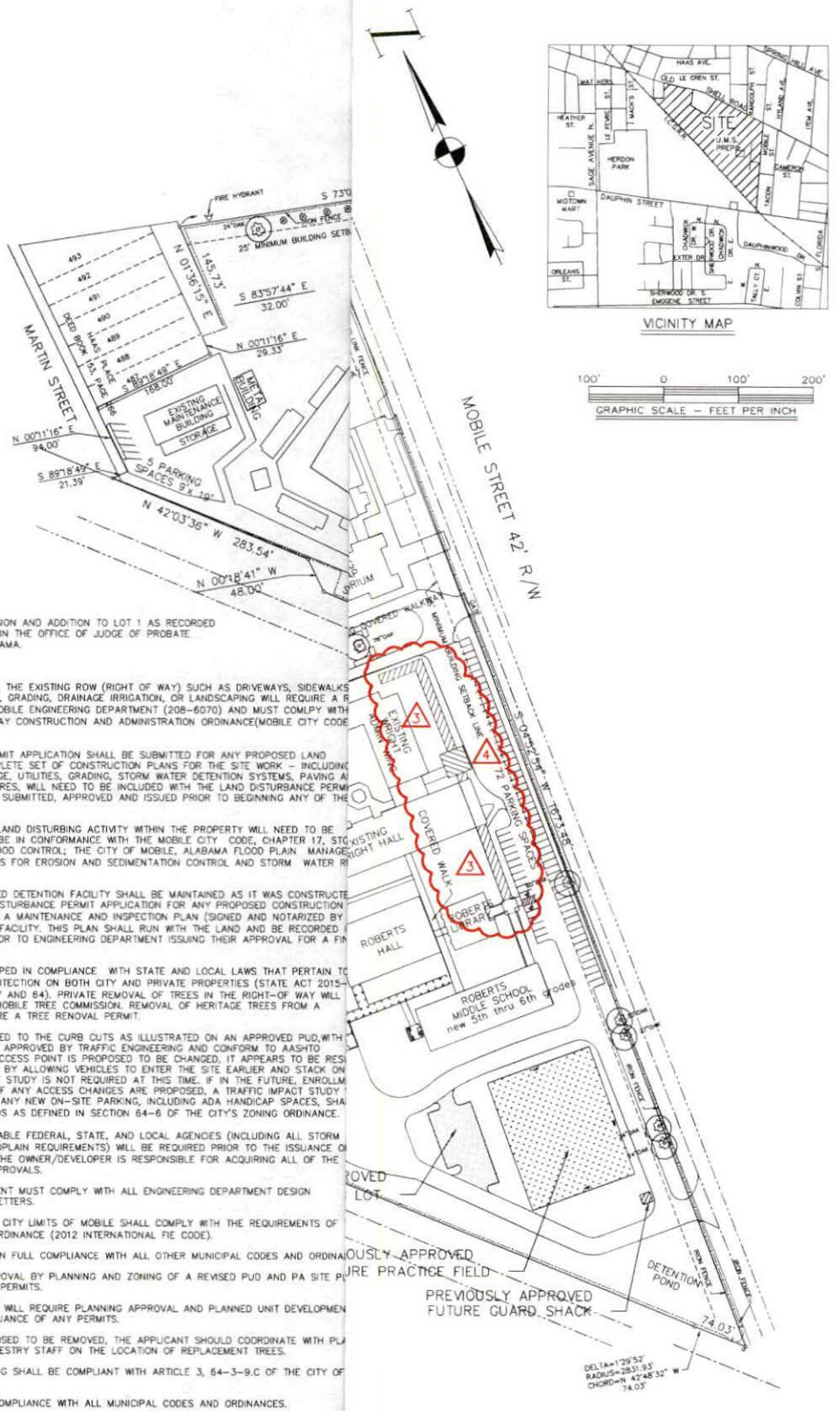
8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
By providing education and physical fitness benefits.

[redacted]

UMS-WRIGHT PREPARATORY SCHOOL

Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.



DESCRIPTION:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A R PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6070) AND MUST COMLPY WITH 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. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015- AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD, WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESI IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE O LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64-3-9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

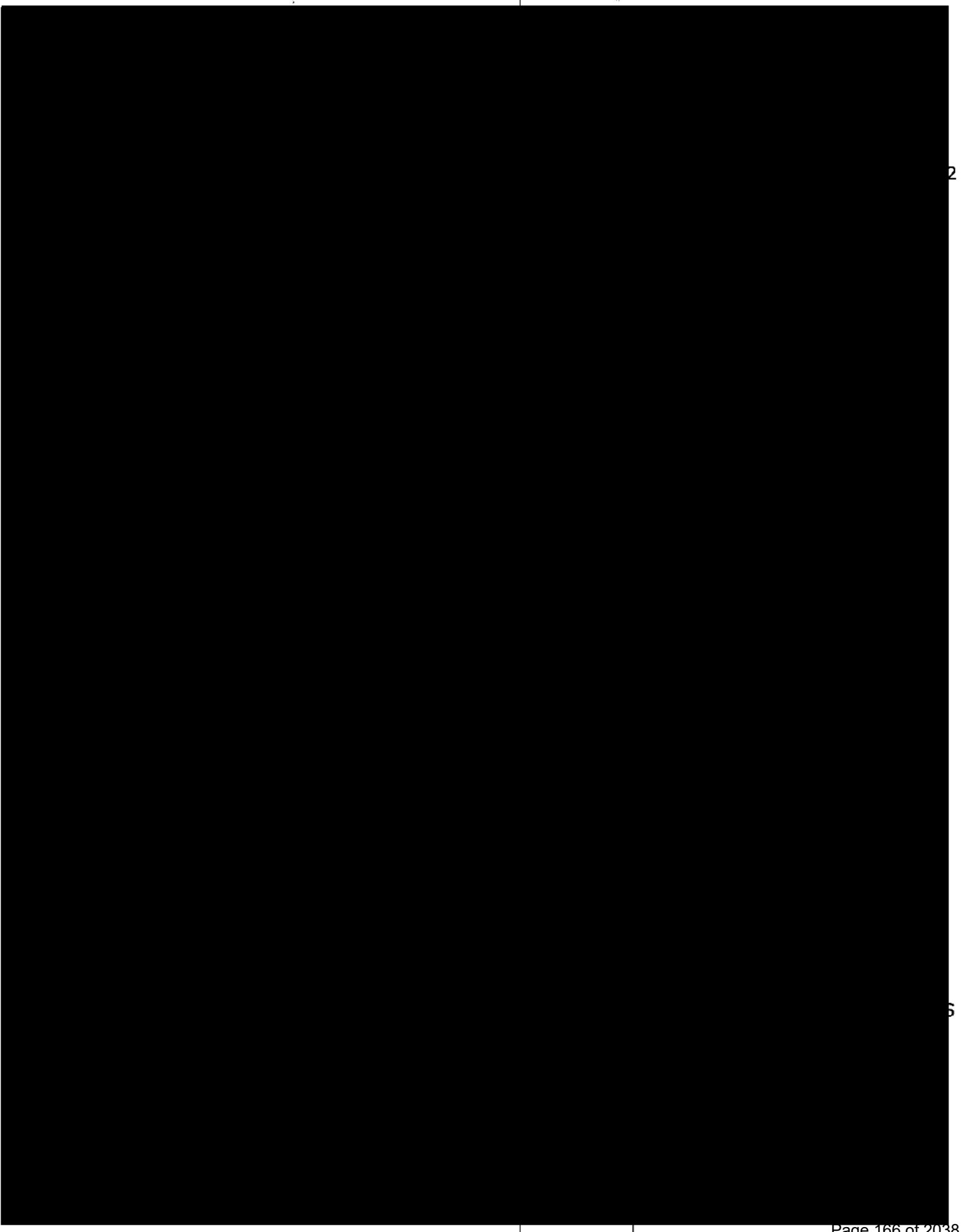
15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

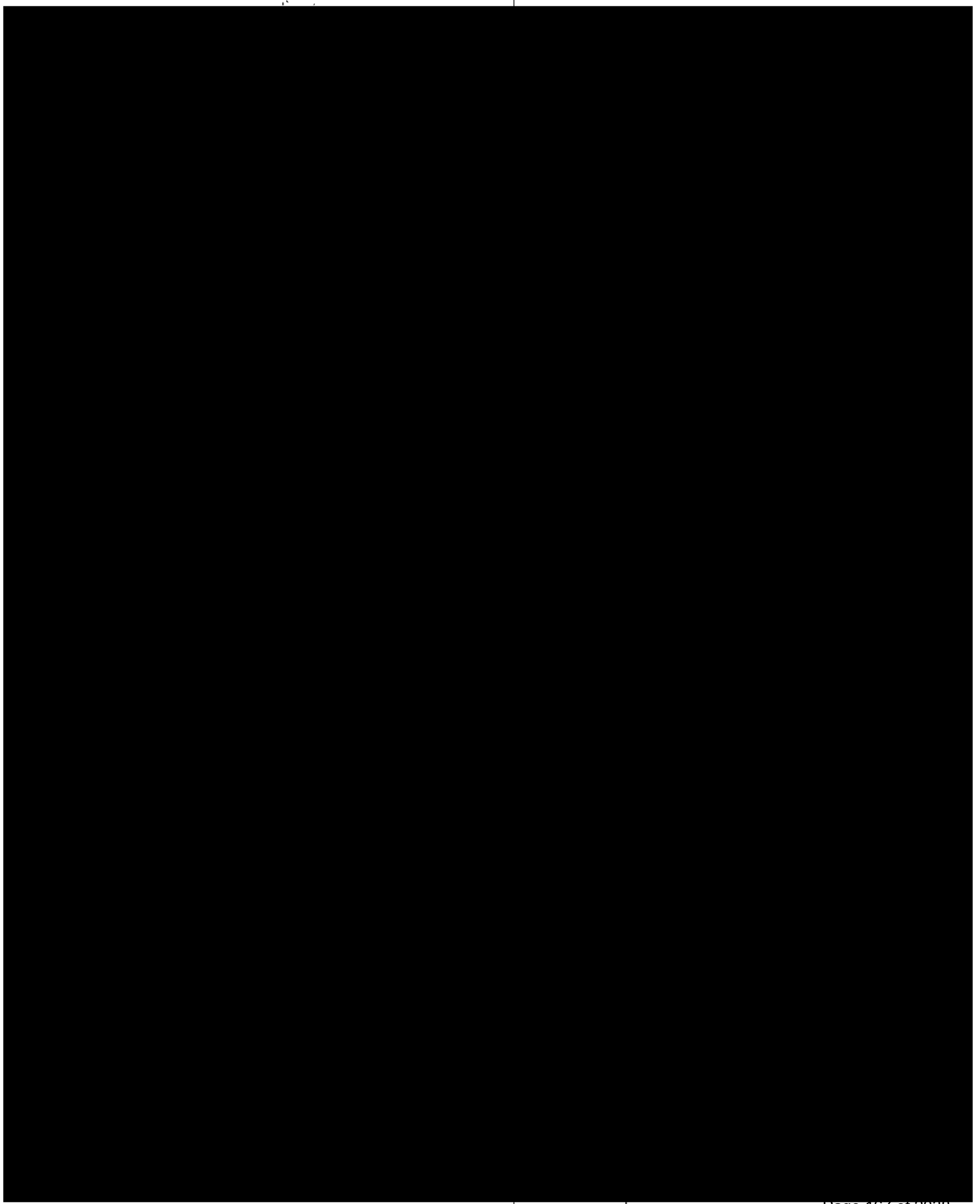
G:\U8506-UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT-PUD 12.8.25.DWG

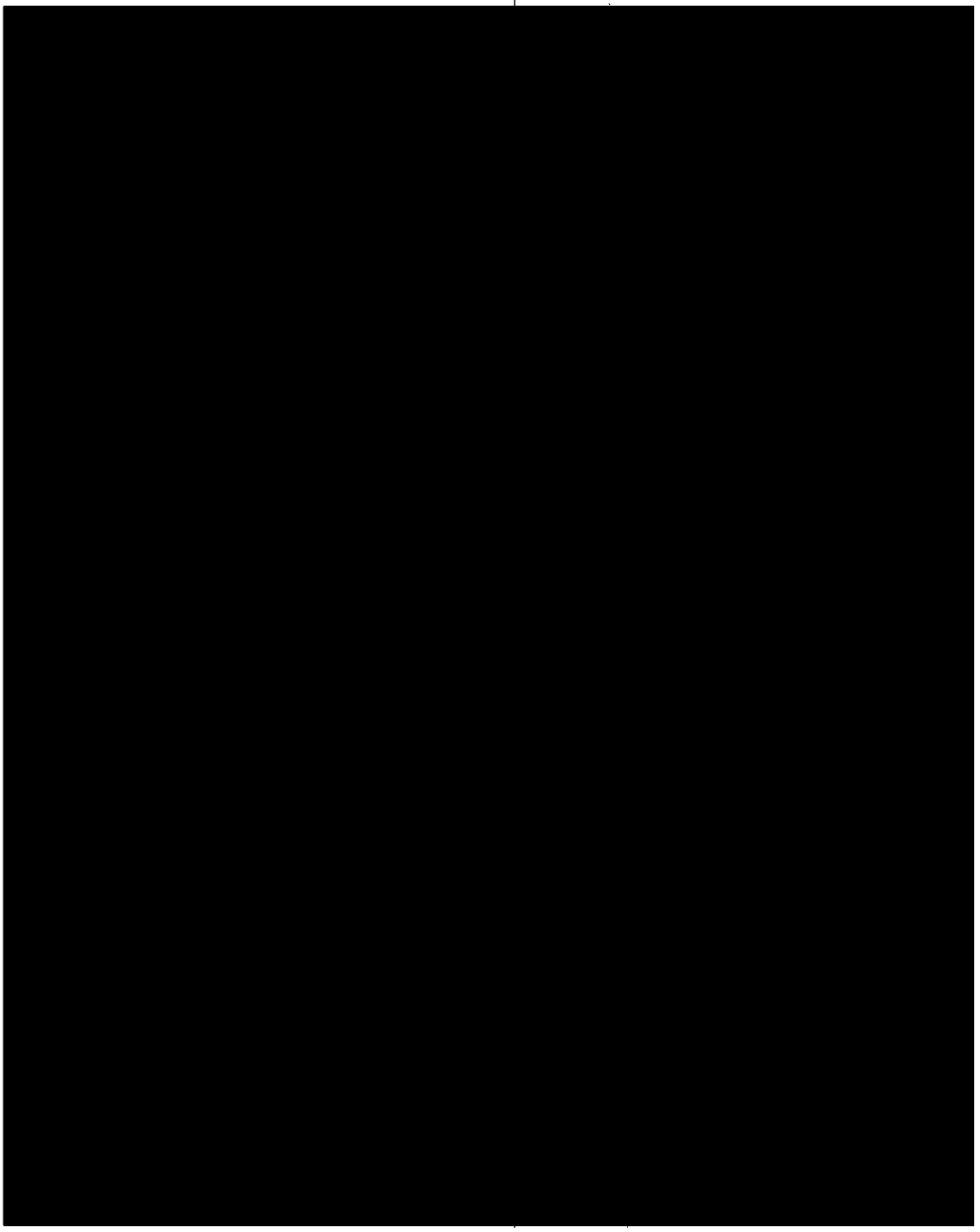
REVISIONS
REVISED JUNE 12, 2023: ADDITION TO MOORER HALL, PARKING LOT, PRACTICE FIRLE & GUARD SHACK

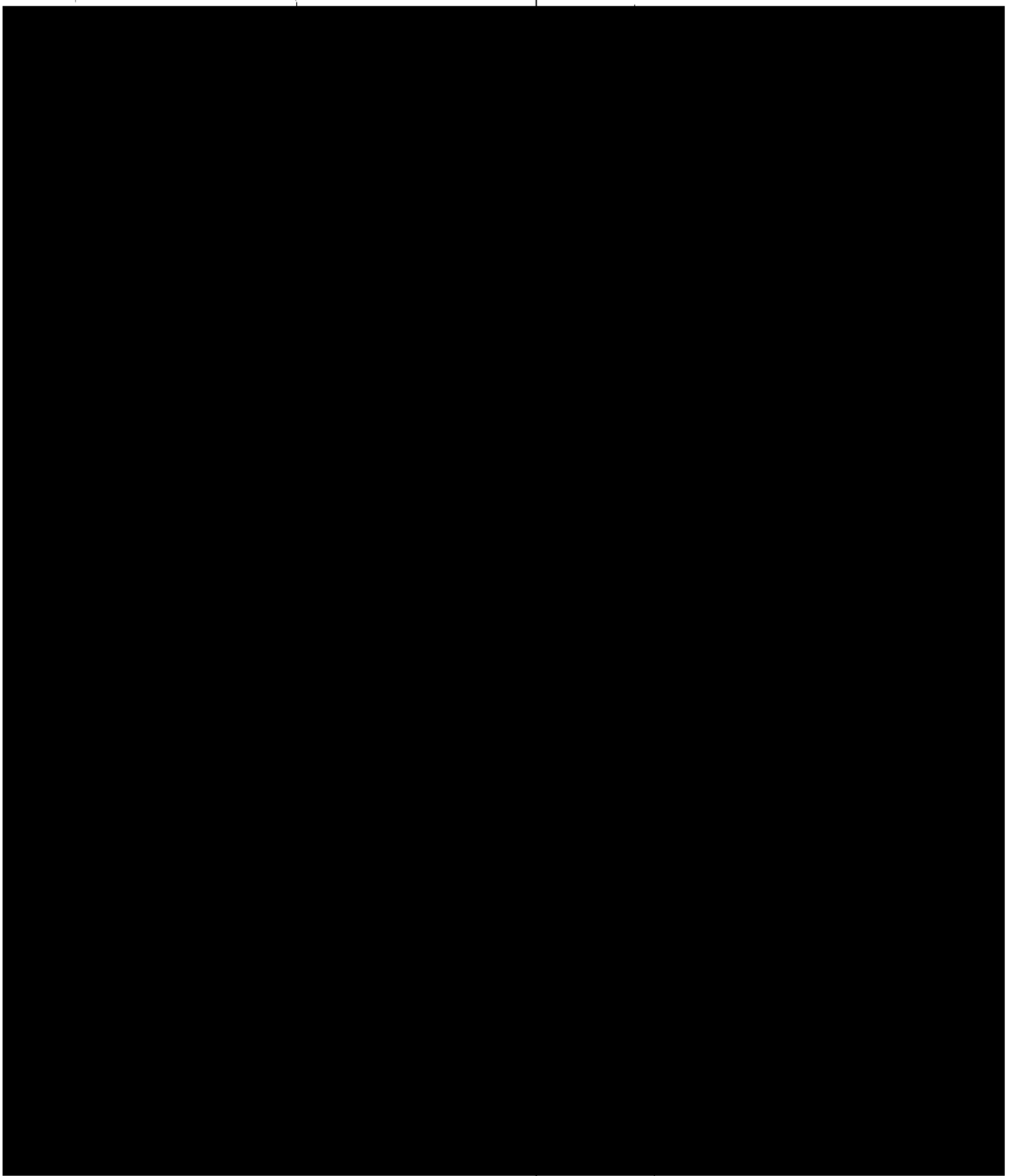
PROVAL (REVISED PA-001107-2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1









Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

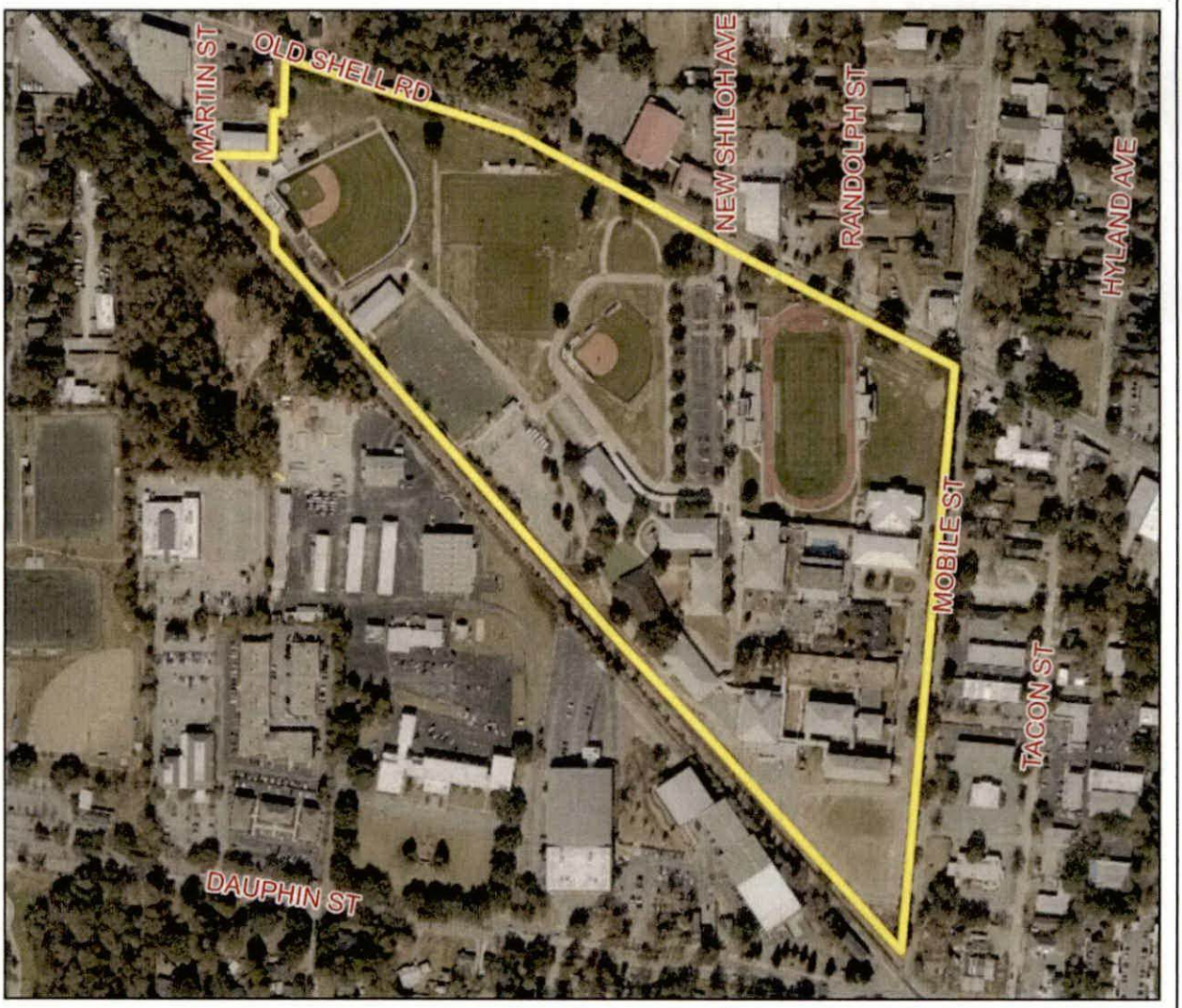
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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 private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

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.

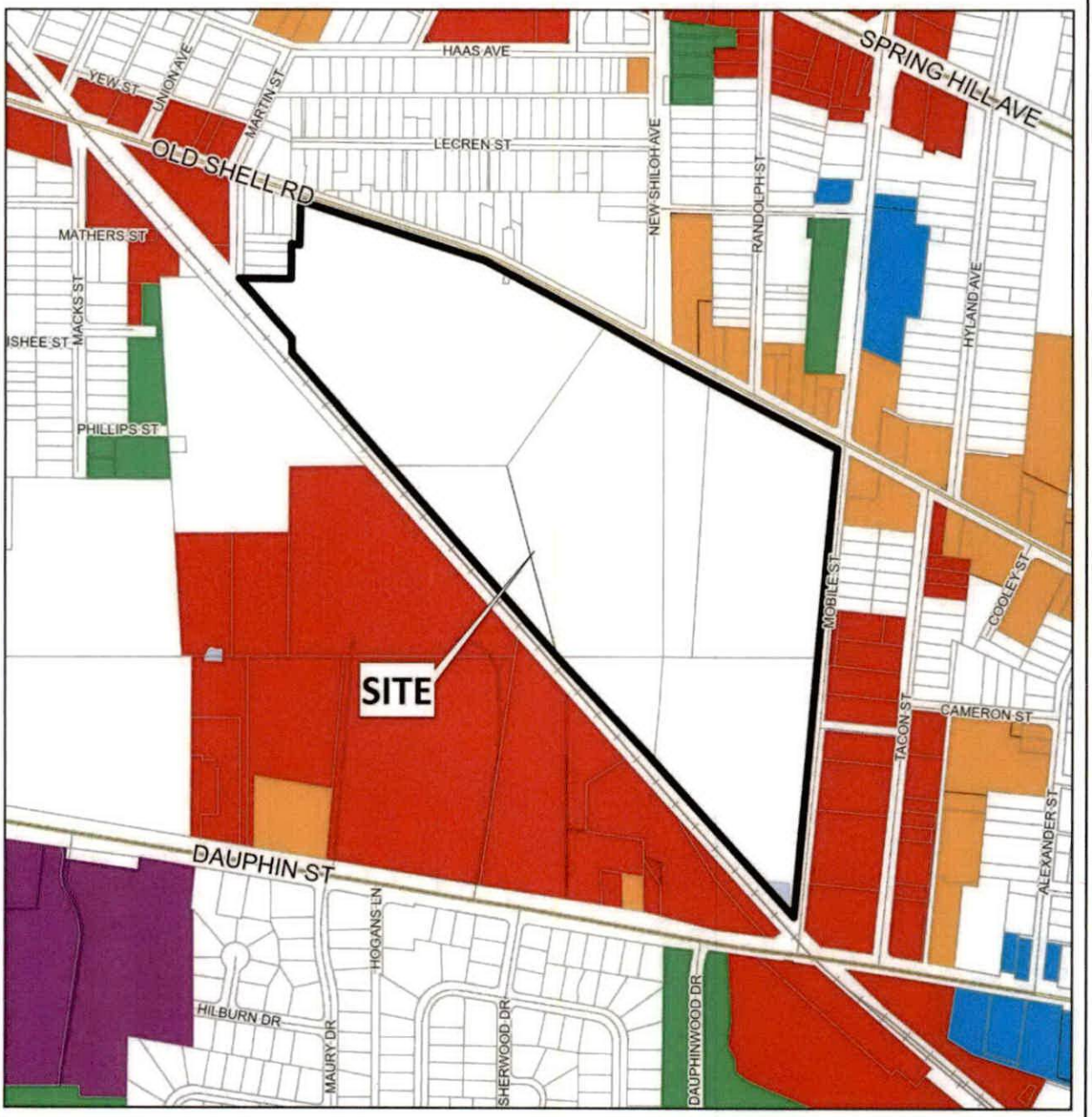
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

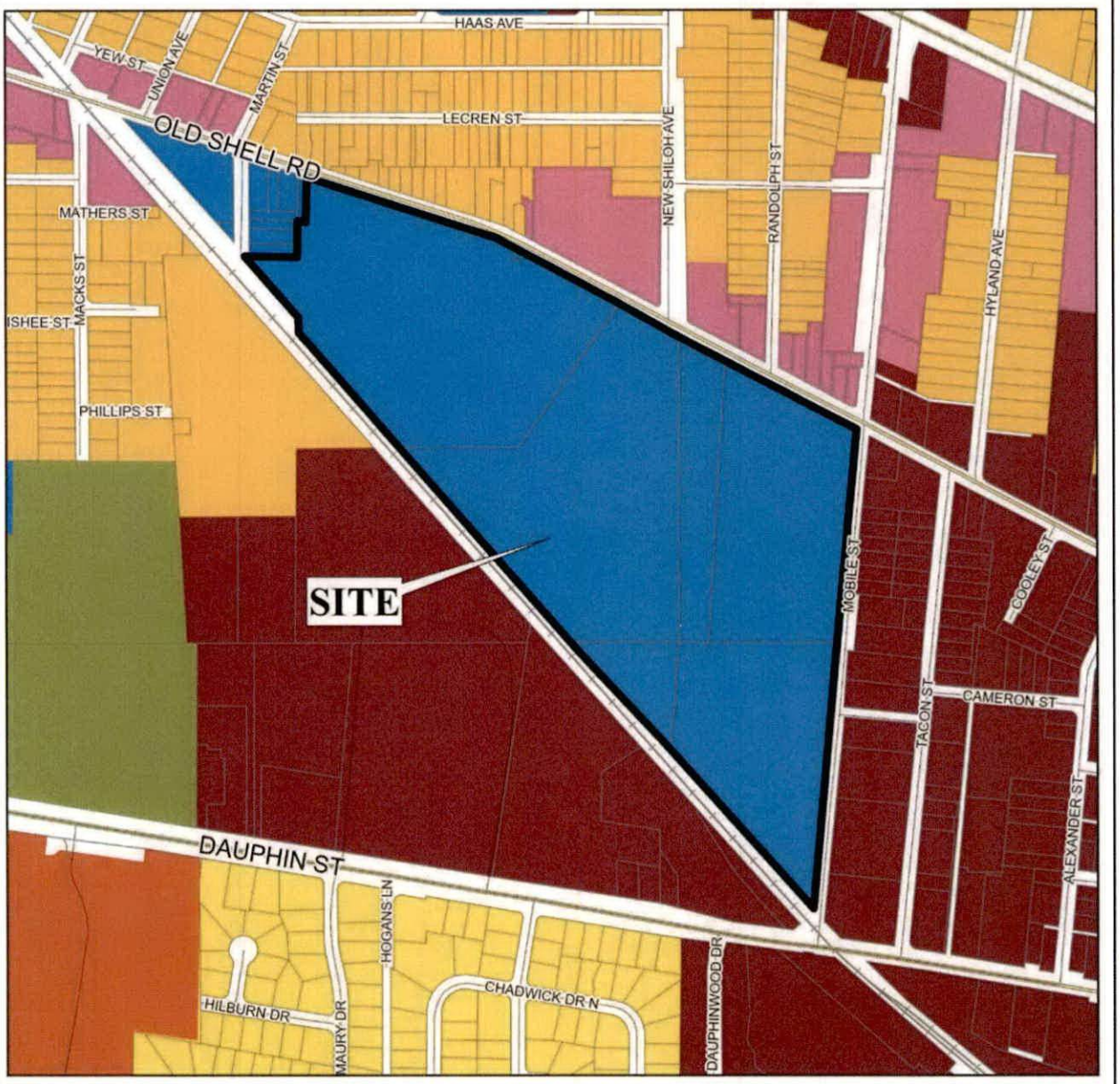
APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

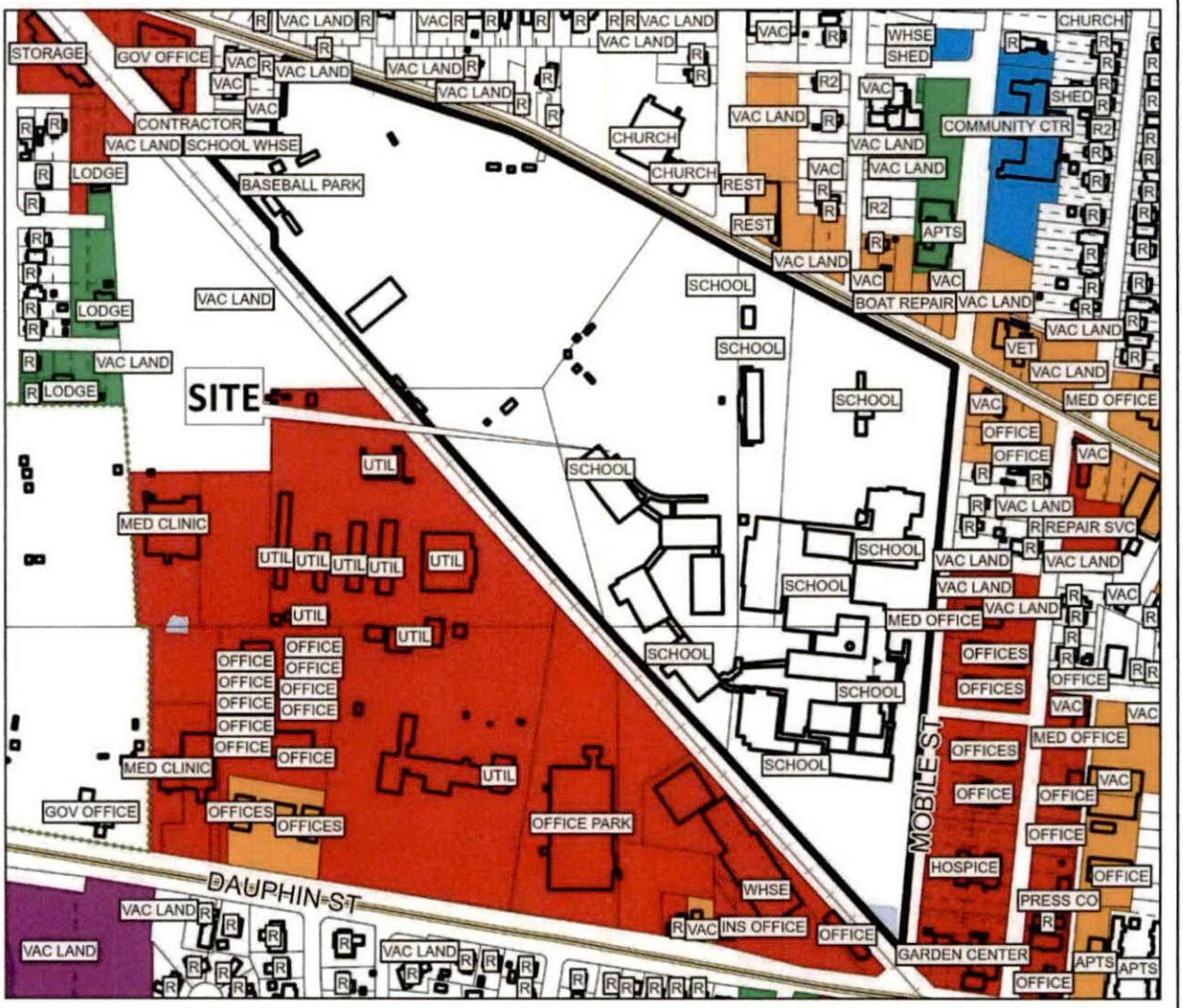
REQUEST PA Modification, PUD Modification

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 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

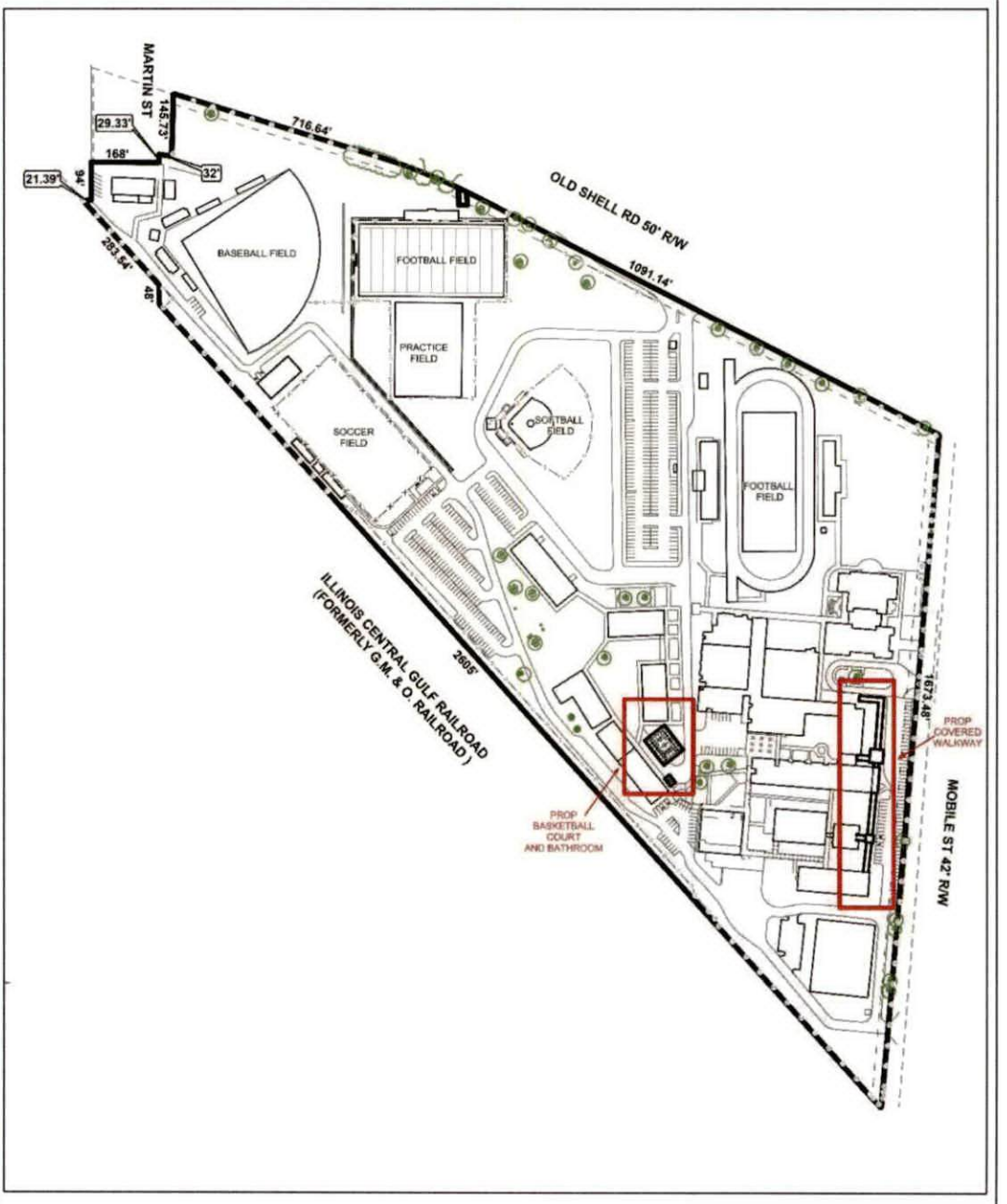
REQUEST PA Modification, PUD Modification

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

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER 12 DATE January 15, 2026 APPLICANT UMS Wright Preparatory School REQUEST PA Modification, PUD Modification	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

	RESIDENTIAL - AG (R-A)	ONE-FAMILY RESIDENCE (R-1)	TWO-FAMILY RESIDENCE (R-2)	MULTIPLE-FAMILY (R-3)	RESIDENTIAL BUSINESS (R-B)	HISTORIC BUSINESS (H-B)	BUFFER BUSINESS (B-1)	TRANSITIONAL BUSINESS (T-B)	LIMITED BUSINESS (LB-2)	NEIGHBORHOOD BUSINESS (B-2)	COMMUNITY BUSINESS (B-3)	GENERAL BUSINESS (B-4)	OFFICE-DISTRIBUTION (B-5)	COMMERCIAL WAREHOUSE (CW)	MARITIME MIXED (MM)	MARITIME LIGHT (ML)	MARITIME HEAVY (MH)	LIGHT INDUSTRY (I-1)	HEAVY INDUSTRY (I-2)	VILLAGE CENTER (TCD)	NEIGHBORHOOD CENTER (TCD)	NEIGHBORHOOD GENERAL (TCD)	DOWNTOWN DEV. DDD (T-6)	DOWNTOWN DEV. DDD (T-5.1)	DOWNTOWN DEV. DDD (T-5.2)	DOWNTOWN DEV. DDD (T-4)	DOWNTOWN DEV. DDD (T-3)	DOWNTOWN DEV. DDD (SD-WH)	DOWNTOWN DEV. DD (SD)
LOW DENSITY RESIDENTIAL (LDR)	■	S	S	S			○							○															○
MIXED DENSITY RESIDENTIAL (MDR)	■	U	U	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	◎
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)	■	■	■	■	■	■	■	■	H	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)	■					○								■	■	■			○										

INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

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

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA APPROVING THE APOINTMENTS OF NEW DIRECTORS OF THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE – MCGOWIN PARK PROJECT

Sponsored by: Councilmembers Cory Penn (D1), Samantha Ingram (D2), C.J. Small (D3), Ben Reynolds (D4), Beau Fleming (D5), Josh Woods (D6), and Gina Gregory (D7)

WHEREAS, The Improvement District of the City of Mobile – McGowin Park Project, a public corporation organized by the City Council (the "Council") of the City of Mobile (the "City) under the laws of the State of Alabama (the "Improvement District"), is duly organized and existing under the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (the "Act"); and

WHEREAS, the current Board of Directors of the Improvement District (the "Board") are Donald Foster, Jay Kanik, and Jesse Galloway (the "Former Board Members"); and

WHEREAS, the Former Board Members tendered their resignations from the Board to the Council; and

WHEREAS, the Council desires to accept the resignations of the Former Board Members from the Board, and to appoint Michael Albanese, Thomas Cormier, and Clinton Mitchell (the "New Board Members") to the Board, in substitution of the Former Board Members.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

(1) That the Council hereby accepts the resignations of the Former Board Members, and they are hereby removed from the Board, relieved of all authority, rights and obligations in connection with their role on the Board, and the Council shall look to the New Board Members to act on behalf of the Improvement District.

(2) That Clinton Mitchell is hereby appointed by the Council as a member of the Board and the term of Clinton Mitchell shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2030.

(3) That Thomas Cormier is hereby appointed by the Council as a member of the Board and the term of Thomas Cormier shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2031.

(4) That Michael Albanese is hereby appointed by the Council as a member of the Board and the term of Michael Albanese shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2032.

_____
Chairman of the Mobile City Council

Adopted:

Attest:_____
City Clerk

#202971026v1

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Crowd Control Industries LCC for 1000 galvanized steel crowd control barricades for Traffic Engineering.

Amount of Contract:
$104,000.00

Funding Source
Capital - Traffic Engineering-Crowd Control Barricades

ATTACHMENTS:
1. 20260506 Crowd Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 May 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 Crowd Control Industries LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Crowd Control Industries LCC for 1000 galvanized steel crowd control barricades for Traffic Engineering.
Capital - Traffic Engineering-Crowd Control Barricades

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $104,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6040

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
Low bidder could not provide both types of barricades required.

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
5619	2026	(2060) TRAFFIC ENGINEERING	1000 GALVANIZED STEEL CROWD CONTROL BARRICADES FOR TRAFFIC ENGINEERING (SEALED BID 6040)	$104,000.00	(300353) CROWD CONTROL INDUSTRIES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005619-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
CROWD CONTROL INDUSTRIES	TRAFFIC ENGINEERING
155 KNICKERBOCKER AVE.	852 GAYLE STREET
	MOBILE, AL 36604
BOHEMIA, NY 11716	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#877-623-4279	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/25	300353				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	BARRICADE CROWD CONTROL METAL BRIDGE FOOTED. VENDOR TO PROVIDE CROWDMASTER MODEL HD BAR8HD1.5-BF	250.00 EACH	104.00000	26000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0042 .CAPEQUIPMT. .			26000.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	SINGLE FLAT FOOT HEAVY DUTY CROWD CONTROL BARRICADE VENDOR TO PROVIDE CROWDMASTER HD BAR8HD1. 5-FF FLAT FOOTED BARRICADE AS PERT CITY OF MOBILE BID #6040 AND YOUR QUOTE	750.00 EACH	104.00000	78000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0042 .CAPEQUIPMT. .			78000.00

Bill To	Requisition 00005619-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Released Page 2

Vendor	Ship To
CROWD CONTROL INDUSTRIES 155 KNICKERBOCKER AVE. BOHEMIA, NY 11716 Tel#877-623-4279	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/25	300353				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 104000.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0042	.CAPEQUIPMT.	.	104000.00	71389.20

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	104000.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	05/05/26	JOHN PAINE	GL Allocation, GL Allocation c
Approved	12/17/25	ADAM SPENCE	Auto approved by: 91054000
Approved	12/17/25	JENNIFER WHITE	
Approved	05/06/26	ADAM SPENCE	Auto approved by: 91054000
Approved	05/06/26	JENNIFER WHITE	

Bill To	Requisition 00005619-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CROWD CONTROL INDUSTRIES	TRAFFIC ENGINEERING
155 KNICKERBOCKER AVE.	852 GAYLE STREET
	MOBILE, AL 36604
BOHEMIA, NY 11716	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#877-623-4279	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/25	300353				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/17/25	BRENDA RHODES			
	Approved	12/17/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/17/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	05/06/26	BRENDA RHODES			
	Approved	05/06/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Queued	05/06/26	DONALD ROSE		Auto approved by: 910511034	
	Queued	05/06/26	SANDRA LEWIS		Auto approved by: 910511034	
	Queued	05/06/26	STEVEN KRONINGER		Auto approved by: 910511034	
	Queued	05/06/26	SAMANTHA COOLEY		Auto approved by: 910511034	
	Queued	05/06/26	JAMES NEESE		Auto approved by: 910511034	
	Queued	05/06/26	PATRICIA KENNEDY-JONES		Auto approved by: 910511034	
	Queued	05/06/26	REBECCA CRUMPLER		Auto approved by: 910511034	
	Queued	05/06/26	ANNE FOLEY		Auto approved by: 910511034	
	Queued	05/06/26	JOHN PAINE		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6040

METAL CROWD CONTROL BARRICADES

	FLAT FOOT	BRIDGE FOOT
BARRIER HQ *	93.00	-
ELITE TEXTILE	114.08	115.56
EPIC SOLUTIONS WORL WIDE LLC	118.00	118.00
CROWD OF CONTROL COMPANY	104.00	104.00

ADDENDUM 2

April 14, 2026

RE: City of Mobile Bid #6040 for Metal Crowd Control Barricades

Please consider the following to be Addendum 2 to City of Mobile Bid #6040 for Metal Crowd Control Barricades.

Clarification:

Flat-footed barricade to be 8' 2" in length.

Remove any references to SFI-FF Barricades.

Bridge-footed barricades to be 8' 7" in length.

Flat-footed barricades to have only one (1) foot on one (1) end.

Flat-footed barricade foot is to be stamped COMTE.

Bridge-footed barricades are not stamped.

Add:

Additional Delivery Requirements:

City of Mobile will unload trailer or container. City will provide the necessary equipment and manpower to unload if notified as stated below:

Seller, transporter, or driver to call no less than 48 hours prior to attempting delivery.

City is not responsible for waiting fees if City is not called 48 hours prior to attempting delivery.

No deliveries on Fridays, Saturdays, Sundays, or Mondays.

Deliveries only on Tuesdays, Wednesdays, and Thursdays before 12:01 p.m.

City will not pay waiting fees while truck is being unloaded.

City will not pay re-delivery fees if truck does not arrive on time or is not completely unloaded by the end of the day at 3:00 p.m.

Vendor to notify City of how product will be shipped and how it will be loaded, to enable the City to plan unloading accordingly, and to have the proper equipment for unloading.

CHANGE BID OPENING DATE TO:
12:01 P.M. WEDNESDAY, APRIL 22, 2026.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

ADDENDUM

April 7, 2026

RE: City of Mobile Bid #6040 for Metal Crowd Control Barricades

Please consider the following to be Addendum to City of Mobile Bid #6040 for Metal Crowd Control Barricades.

Add:

For both barricades: Bottom Rail is 1' (12 inches) from the ground.

Bridge Foot Barricade:

The foot on the loop end is smaller than the foot on the hook end of the barricade. See attached/included drawing.

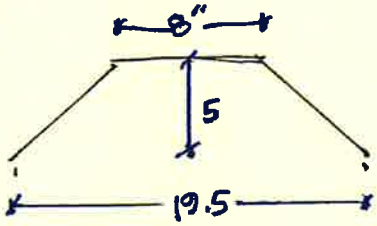
"COMTE" stamp or imprint:

The height and width of the letters shall be such that the stamp is visible once the barricade has been galvanized.

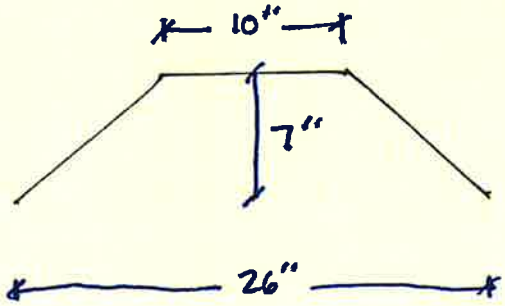
Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw



BRIDGE FOOT ON LOOP SIDE



BRIDGE FOOT ON HOOK SIDE

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:
3/31/2026	6040	Traffic Engineering	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, April 17, 2026

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
	METAL CROWD CONTROL BARRICADES					
APPX 700-1200	Crowd-Control Barricades per the Attached Minimum Specifications with 1 bolt on flat foot. Friedrichs Model SF1-FF or equal with one (1) bolt on flat foot. Make_____ Model_____ Upon award the City will purchase a minimum of 700 SF1-FF Barricades with one (1) bolt on flat foot.					
APPX 300-600	Crowd-Control Barricades per the Attached Minimum Specifications with Bridge Feet. Make_____ Model_____ Upon award the City will purchase a minimum of 300 Bridge Footed Barricades. Provide literature and specifications on barricades bid with bid response. All barricades bid must conform to the City of Mobile's existing inventory of Crowd Control Barricades overall height & length, hooking (male & female) placement and length, as well as, the hole placement/height for the bolt-on feet. All Barricades must mate with existing Barricades currently in use by the City of Mobile.					
	Page 1 of 3		**TOTAL**			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All Barricades and components must have permanent identification stamped into the barricade and its component parts, as follows:

This identification installed on the crowd control barricades must take place during fabrication and prior to hot dip galvanizing as follows:

Stamp into the steel as per the following. For the City of Mobile Traffic Engineering stamp with 1/2" Penmanship Print Style all capital letters COMTE. City will approve font prior to production.

All barricade frames are to be stamped on the outer face of the upper female coupling. Stamp COM on the left side and TE on the right side.

All flat fleet (large & small) are to be stamped on the top face COMTE.

At the request of the City prior to award a sample of the identification may need to be evaluated. At the request of the Purchasing Department the vendor shall provide within 7 calendar days a sample of the identification as it would appear on the barricade, as well as, the feet of the barricade, and all hot dipped galvanized prior to being sent to the City of Mobile.

If samples are necessary for evaluation, vendor shall provide a minimum of two (2) samples of a type within 7 calendar days of request of the City of Mobile. If acceptable, the sample barricade will become part of the City's order.

Barricades must gang, or connect, with the existing barricades in use by the City of Mobile.

If barricades are delivered that do not mate with existing barricades, they will be rejected and vendor must remove from City of Mobile property.

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.

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					

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov.

TO BE AWARDED ON AN ALL OR NONE BASIS.

					TOTAL	

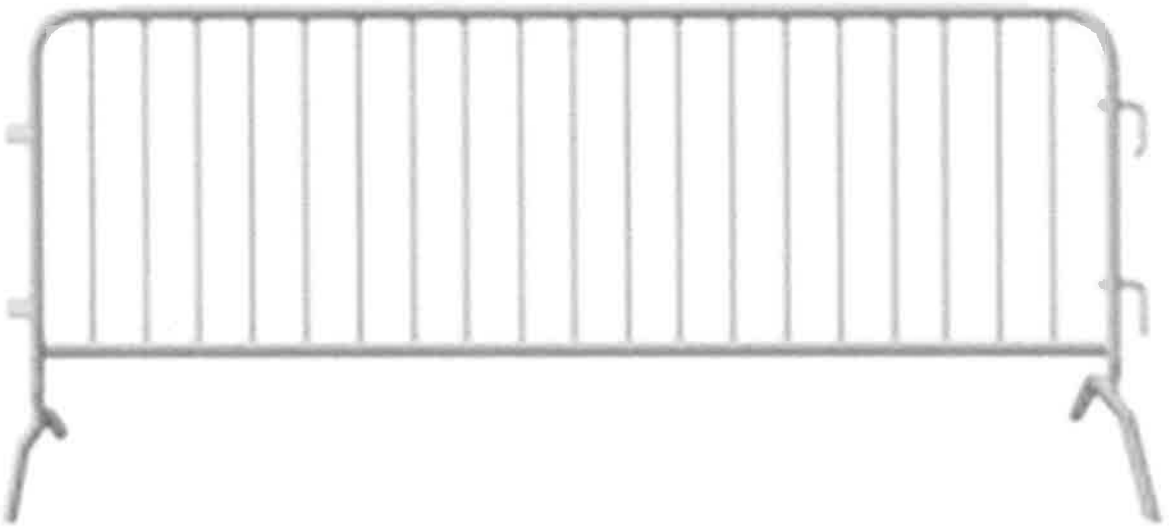
RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Heavy Duty Crowd Control Barricade



Bridge Foot Barricade – Heavy Duty Crowd Control Barricade

Galvanized Finish

Length: 8 ft 7 inches

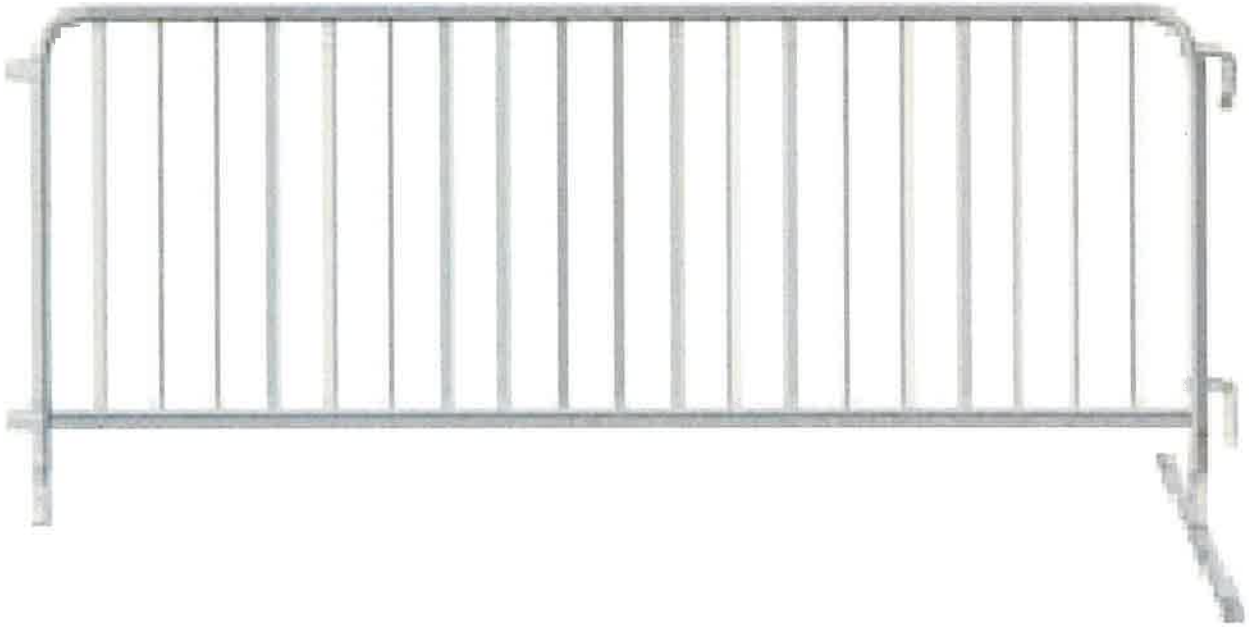
Height: 43 inches

Distance from ground to top hook: 38.5 inches

Distance from ground to bottom hook: 13.5 inches

Distance from ground to top loop: 35.5 inches

Distance from ground to bottom loop: 10.5 inches



Single Flat Foot Heavy Duty Crowd Control Barricade

Galvanized Finish

Length: 8 ft 2 inches

Height: 43 inches

Distance from ground to top hook: 38.5 inches

Distance from ground to bottom hook: 13.5 inches

Distance from ground to top loop: 35.5 inches

Distance from ground to bottom loop: 10.5 inches

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: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for a self-contained breathing apparatus breathing air trailer with Bauer air compressor and fill stations for MFRD.

Amount of Contract:
$139,309.38

Funding Source
General fund.

ATTACHMENTS:
1. 20260506 Sunbelt Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 May 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunbelt Fire Inc for a self-contained breathing apparatus breathing air trailer with Bauer air compressor and fill stations for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $139,309.38

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 6044.

How many bidders received bid packages (if applicable): 14 + 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
8508	2026	(1510) FIRE ADMINISTRATION	ONE SCBA BREATHING AIR TRAILER WITH BAUER AIR COMPRESSOR AND FILL STATIONS FOR MFRD (SEALED BID 6044)	$139.309.38	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER BID# 6044 PER NPP.GOV CONTRACT FOR BAUER PLEASE MAKE AN APPOINTMENT FOR DELIVERY - (251) 208-2906 and Contact Jason Browne upon arrival: (251) 510-3926.			
001	BREATHING EQUIP FIREMEN; trailer: SBF1410 SUNBELT FIRE BASIC TRAILER SYSTEM: BAUER'S CONTTRACT # ON NPP. GOV-P 7X14 TRAILER INTERIOR LIGHTS, BASIC SYSTEM COLOR, RED SIDE DOOR ENTRANCE; RAMP, ETC. BUILT TO SPECIFICATIONS 22 KW GENERATOR; SLIDE OUT TRAY; GENERATOR BOX(SPECIAL) ELECTRICAL PKG DUAL DRIVE CAPABILITY W/ONSCENE GENERATOR WIRING, TRANSFER BOX; ETC. LED LIGHTING PKG WITH FOUR LIGHTS ON EACH CORNER AND WIRING FT-MB-12-TR-FT-B LED SCENE LIGHT DUAL FUNCTION CASCADE PANEL FOR FOUR CYL.; SIDE MOUNTED BAUER CFS5. 5-2S FILL STATION WITH TWO POSITIONS; TOP MOUNT VEC10-E1 BAUER COMPRESSOR WITH 7.5 HP	1.00 EACH	136509.38000	136509.38

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR; 9.7SCFM CHARGING REMOTE FILL CONNECTION DOUBLE BANDED WALL RETAINERS; MOUNTED VERTICALLY FILL STORAGE INCLUDES FOUR UN 6000PSI CYLINDERS; 702 FITTINGS DUAL FUNCTION CASCADE PANEL FOR FOUR CYL.; SIDE MOUNTED BAUER CFS5.5-2S FILL STATION WITH TWO POSITIONS; TOP MOUNT VEC10-E1 BAUER COMPRESSOR WITH 7.5 HP MOTOR; 9. 7SCFM CHARGING RATE; 4 STAGE; 6000PSI SYSTEM WITH OPEN VERTICAL FRAME; AUTOMATIC CONDENSATE DRAIN SYSTEM; P2S PURIFICATION SYS. ELECTRONIC CO MONITOR WITH CAL KIT;SINGLE PHASE; 230V PARKER HIGH PRESSURE HOSE TO CONNECT FROM FILL STATION TO COMPRESSOR; REMOTE FILL HOSE; ETC. WITH OPTIONS INCLUDED IN PRICE OF REINFORCED FENDERS; ADDITIONAL $18,509.38 BATTERY SYSTEM;GRAPHIX; STORAGE OF SCBA CYL.-42; UPGRADE ON FILL STATION FROM 2-POSITION TO 3 POSITION. BAUER'S CONTRACT # ON NPP.GOV-P Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			136509.38

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To AUCTION FACILITY - BODY SHOP 901 KELLY STREET MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	2800.00000	2800.00
	Additional Description Notes --- PER QUOTE 22026A Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			2800.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To AUCTION FACILITY - BODY SHOP 901 KELLY STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 139309.38

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.	139309.38	199932.32
FIRE ADMINISTRATION EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/27/26	MATTHEW ANDERSON	
Approved	02/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/06/26	DONALD ROSE	Auto approved by: 910521901
Approved	05/06/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	05/06/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	05/06/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	05/06/26	JAMES NEESE	Auto approved by: 910521901
Approved	05/06/26	PATRICIA KENNEDY-JONES	
Approved	05/06/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	05/06/26	ANNE FOLEY	Auto approved by: 910521901
Approved	05/06/26	JOHN PAINE	Auto approved by: 910521901

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

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: sy Buyer: 004

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:
04/16/2026	6044	VARIOUS	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. TUESDAY, MAY 5, 2026

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
Approx 1-2	**TRAILER MOUNTED 6000 PSI BREATHING AIR COMPRESSOR SYSTEM** TRAILER MAKE_____ COMPRESSOR MODEL_____ Upon award, the City will purchase Approximately one (1)- two (2) Trailer Mounted 6000 PSI Breathing Air Compressor System Provide literature and specifications on product bid. Quote delivered pricing FOB MOBILE.					
				TOTAL		

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 2 of 3

City of Mobile Business License Required – See Item 14 (on reverse side).

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: **www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.** Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Pricing to be firm for a six (6) month period following the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile.

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 Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.. No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile. All Changes must be done in writing and can only be issued by the Purchasing Agent. Successful bidder will have sufficient competence and capacity to complete the work required in a timely and professional manner. City has the discretion to make additional inquiries or require additional documentation of any bidder's fitness to perform the work, and may, in its sole discretion, reject any bidder as not sufficiently responsible to perform the work. Such inquiries may include consideration of previous work the bidder may have done for the City that the City considers to have been significantly deficient. 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. THE ABOVE TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

TRAILER MOUNTED 6000 PSI BREATHING AIR COMPRESSOR SYSTEM

COMPRESSOR:
Specification for a high-pressure compressor and purification system to supply breathing air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The compressor and the purification system shall be designed and produced by the same Manufacturer. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2015 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. The system shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

Open Vertical 6000 PSI SERVICE

The system shall be supplied on a vertical steel frame designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the system's components. The integral base helps eliminate guesswork and insure correct placement / installation allowing for unrestricted cooling airflow to the compressor and prime mover, and providing access for operation and maintenance.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the system. All instrument tubing shall be either 300 series stainless steel or pressure rated hose.

The system shall be warranted free from defects in material and workmanship for a period of twenty four months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the system's accumulated operating hours during the warranty period.

Performance Table

Electrical	FAD[2] SCFM	Charging Rate[3] SCFM	HP	RPM	Block	Purification System	Air Processing Capability[4] (cu ft)
E1/dual drive	8.1	9.7	7.5	1180	K12.14 II	P2S	67,000

[2] Based on standard inlet conditions.
[3] Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.
[4] Based on an inlet temperature of 68°F.

Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The 3rd stage and most importantly the final stage of compression shall be of a single acting design. The crankcase shall be cast of aluminum magnesium alloy and engineered for superior strength, reduced weight, and exceptional heat rejection. In addition, it shall offer a generous 2.96 quart oil capacity. The crankshaft shall be of a single piece Nodular Graphite Iron construction and supported in the crankcase by two long-life roller bearings. The connecting rods shall be of single piece design with stages one and two being of a high strength aluminum alloy construction and the third/final stage being of forged steel construction. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and third stage discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a dynamically balanced, "W" configuration with each cylinder located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be cast iron. A multi-wing, high velocity cooling fan shall be integral to the flywheel – no auxiliary cooling fan(s) shall be necessary.

Inter-stage pressures shall be monitored via mounted pressure gauges.

An intercooler shall be provided after each stage of compression, and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after each stage of compression, excluding the first stage, and a coalescing separator shall be supplied at the discharge of the compressor. A unique "zero loss" automatic condensate drain (ACD) system shall be supplied for all of the separators. The system shall purge the separators on a timed event, approximately every fifteen minutes yet significantly decrease the interstage and final separator pressure drop as found on other brands. The reduction in pressure loss shall allow the compressor to reach maximum operating pressure quicker.

Additionally, during the blow down cycle, radiant noise levels shall be significantly reduced and tubing to the ACD manifold and collection reservoir are significantly reduced. The ACD system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. Manually operated valves shall be supplied to override the automatic operation of the ACD system for test and maintenance purposes.

The compressor shall be lubricated by a low-pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement low-pressure oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and full-flow replaceable cartridge type oil filter element. Two highly visible sight glasses shall be included to check the oil level; one on each side of the crankcase. The oil drain for the compressor shall be extended to the outside of the frame to ease fluid draining.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The three-phase electric motor shall be of the T.E.F.C. (Totally Enclosed Fan Cooled) design and the single-phase shall be of O.D.P. (Open Drip Proof) design. The motor voltage, phase and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tighten the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, industrial power supply and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with 4-Line Back Lit Text Display and Emergency Stop.

- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
  - Digital Display of time to next ACD Cycle
  - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions
- Full support of SECURUS or equal purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hourmeter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Operator choice of display in BAR or PSI for ease of Maintenance

Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols
  - Ethernet Connection
  - Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a scrolling text of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on the HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high-pressure purification chamber shall have a working pressure of 6000 PSIG with a 4:1 safety factor. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without a cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

Bauer P2S or equal purification shall process an average of 67,000 cu ft of air to Grade E Standards at standard atmospheric conditions.

Testing and Preparation for Shipment

The system shall be tested by the manufacturer prior to shipment. A copy of the manufacturer's
test report shall be available upon request.

A manufacturer's nameplate shall be securely affixed to the inside of the electrical box. The nameplate shall include, at a minimum, manufacturer's name, model number and serial number, compressor block number, voltage, frequency and date of manufacture.
Offered with the compressor system are the following:

- Automatic condensate drain system,
- Inter-Stage- Gauges
- Electronic carbon monoxide monitor with calibration kit

FILL STATION

Specification for containment fill station to refill self-contained breathing apparatus (SCBA). The fill station shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

The fill station shall be built and tested to the rigorous testing standards as outlined by
NFPA 1900, 2024 Edition. Additionally, the fill station shall be proof tested utilizing the largest, by volume, 5500 psi SCBA cylinders available at the time of the fill station manufacturers' third-party testing. All vendors must provide an independent third-party test certificate in accordance with **NFPA-1900**. Fill stations not tested to the current edition of **NFPA-1900 shall not be accepted.**

The fill station shall be designed for stationary applications. The fill station shall be constructed of formed plate steel and shall be fully enclosed.

The fill station shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first.

The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA[5] cylinders during the refilling process. [5] SCUBAs up to 31" maximum overall length including valve, boot and fill yoke.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided at the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall consist of a thick-walled polymer tube which will surround and cradle the SCBA cylinder during the filling process. This type design shall eliminate the need for SCBA cylinder scuff protection and will allow for concussive flexure in the event of a ruptured cylinder thus maximizing operator protection. Designs that do not cradle the cylinder or allow unsupported pressurized cylinders to hang outside the fill enclosure shall be deemed unacceptable as they expose the operator to greater risk of accidental mishandling of a pressurized cylinder during the disconnection process.

For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

The fill control panel shall be installed on the front of the fill station. The control panel shall be factory piped and designed to fill three SCBA or SCUBA[6] cylinders either independently or simultaneously. [6] SCUBAs up to 31" maximum overall length including valve and boot.

The control panel shall include the following standard features:

- Inlet pressure gauge
- Adjustable pressure regulator
- Regulated pressure gauge
- Three (3) fill control valves
- Three (3) fill pressure gauges
- One (1) relief valve for regulated fill pressure
- Provisions for factory or field modification to allow a different fill pressure at each fill position

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

All control panel mounted pressure gauges shall be 2 ½" diameter and be liquid filled. All panel mounted components shall be labeled with a nameplate.

The fill station shall be provided on its own free standing base and shall not exceed the following approximate dimensions: 52-1/4" high, 40-3/4" wide, and 21-1/4" deep. The weight shall approximately 920 # including base and side panel.

Prior to shipment, the manufacturer shall test the fill station. A copy of the manufacturer's test report shall be available upon request. An operator's instruction and maintenance manual shall be supplied with the unit. The manual shall be as detailed as possible, outlining all operating and maintenance instructions. The manual shall include detailed illustrated drawings along with complete parts listing for all illustrated components. Warnings and safety precautions shall be included in the manual.

A manufacturer's nameplate shall be securely affixed to station's frame in a conspicuous location.

- Regulated Remote Fill; this option shall include a panel mounted bulkhead fitting, adjustable pressure regulator for up to 6000 PSI service, pressure gauge, isolation valve and quick connect/disconnect fitting- hose not included.

Cascade Panels

The following factory installed cascade panel offering shall be designed for four bank cascading. Each shall be equipped with one (1) compressor inlet bulkhead fitting, four (4) bank valves and four (4) bank pressure gauges. This cascade panel shall be designed to be either mounted on top or on the side of the fill station and be designed for Dual Function applications.

Top Mount cascade panel shall be designed for installation on top of the fill station.

Dual Function cascade panels shall allow the simultaneous accomplishment of "refilling a storage bank" while "filling an SCBA from another storage bank" without the equalization of the storage bank pressures. Strategically placed tees and check valves shall allow the filling of a storage bank even though that storage bank's corresponding "bank valve" on the cascade panel is in the closed position. In addition, Dual Function panels shall be equipped with an air directional valve to allow the operator to select "Fill From Storage" or "Fill From Compressor". The Dual Function option shall allow optimal use of the customer's stored air and is ideal for larger facilities that require multiple rapid fills.

SCBA CYLINDER STORAGE FOR TRAILER

Ziamatic SCBA cylinder storage, model number PACSR-B (42 units)
Plastic quic-storage rack-black are rugged, molded plastic units are stackable for maximum usage of available space. Fits any air cylinder, most common 20lb or smaller, can be mounted horizontally or vertically. Strategically placed holes allow for air flow and water runoff, measures 8" by 24" in length and holds one cylinder. Includes the restraint straps, model-PACSR-RS. The NFPA 1901-96 requires restraint straps for SCBA air cylinder storage racks. The straps are designed to keep the air cylinder in place in the event of an accident or roll-over. The strap assembly bolts into place utilizing the four corner mounting slots.

FILL STORAGE FOR TRAILER

The air storage rack shall be in a vertical configuration that is mounted to the side of the trailer wall with two bands per cylinder. The rack shall be designed and equipped with four (4) 6000 psi rated UN(ISO 9809) air storage receivers. Each receiver shall be built to accommodate 509 cubic feet of air at maximum pressure. Additionally, each receiver shall include a service valve and burst disc. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. The hydrostatic test date for the UN cylinders is 10 years then every five years after. The connecting hose shall be HP 6000psi Parker hose with connecting fittings to fill station.

GENERATOR FOR TRAILER

Winco (EC22000VE), Honda or Equal 22kw gas generator mounted externally with protective metal housing and slide out tray that functions with safety feature to run when pulled out of housing only. With a shut off safety mechanism if generator that will not allow system to start if still inside metal cabinet, with battery and battery box.

EXTERIOR SCENE LIGHTING FOR TRAILER

Scene lighting consists of 4-FT-MB-9-TR-FT-B 9LED Mini Brow w/trunnion 14" length. FireTech or equal combination spot and flood optic configuration. Black housing. Note placed at the two sides of trailer at each corner side. Note: Minimum Raw Lumens-4752; Effective lumens-33265.4; Wattage-45W; Amperage @ 12v DC 3.75A; Beam pattern-combo.

TRAILER 7x14 Enclosed Base Trailer Specifications:	COMPLY	
	YES	NO
-Tandem 3500lb Freedom Electric Brake Axle with 4in drop -White .024 aluminum exterior with matching screws\		
-7 Way Plug -Ball coupler – 2-5/16in -12 Volt LED dome light with switch		
-All LED exterior lights -Fender lights -Aluminum teardrop fenders -Aluminum tread plate (ATP) stone guard on front-24in -Galvalume roof		
-Exterior trim		
-High tech roof sealant		
-Manual crank roof vent		
-Screwed exterior -1in x 1.5in tube walls and rafters -2000lbs tongue jack		
-2in x 4in tubing main rail		
-Additional height- +3in		
-A-frame style tongue		
-Floor cross members- 16in on center		
-Roof bows- 24in on center		
-Safety chains		
-Wall members- 16in on center -V-nose front with vertical aluminum tread plate (ATP) trim		
-3/4in Plywood floors		
-3/8 Grade A Plywood walls		
-Thermo ply ceiling liner		
-Medium duty ramp with 3/4in plywood, spring assist, and bottom flap		
-32in RV side door		
-Approximate interior height 75in (6ft +3in extra height)		
-Three-year manufacturer limited warranty		
-4 x ST205/75/R15 15in radial tires		
-4 x black powder coated modular style steel rims and one (1) spare tire and rim (note the below spec replace any of the standard spec listed above.)		
-1 upgrade tandem axles 3500 leaf spring to 5200 leaf spring (includes ST225 tire upgrade)		
-1 x 6in I-beam frame		
-1 x triple tube tongue on 7 wide		
-Additional height—7 feet inside (colored metal) (Please allow for about 1in tolerance)		
-Red .030 aluminum exterior with matching screws		

-1 x 100-amp electrical package- 100-amp panel box (12/2 wire on separate circuits), 2x receptacles, 2x3ft LED lights and 25ft shore power line		
-1 x 50-amp motor base plug w/twist lock ILO shore power receptacle		
-Luan ceiling liner -1 x remove roof vent -1 x extended tongue--+24in		
-Upgrade flooring crossmembers—16in on center to 12in on center		
-1 x flat front in lieu of v-front -1 x ramp and flap liner-coin rubberized tread plate (RTP) on rear ramp and bottom flap		
-Floor liner-coin rubberized tread plate (RTP) -1 x 3ft (H) by 5ft (W) lift up door (no glass)		
-One piece aluminum roof		
-1 x converter with battery & charger		
-Reinforced fenders, black in color		
LOCATION DIMENSIONS ARE APPROXIMATE. ADJUSTMENTS ARE ACCEPTABLE BUT MUST MATCH THE LAYOUT OF THE PROPOSED ELECTRICAL COMPRESSOR. ***Note breaker box*** will be on the (flat front) part drivers' side 8" from corner 13" from floor motor base plug will be driver side (not flat front) 20" from bottom trim and 6" from corner 1 st 110v receptacle. Flat front on passenger side 12" from corner and 50" off floor 2nd 110v receptacle drivers side rear 9" from rear door and 36" from floor 1st LED strip light will be 20" from flat front centered 2nd LED strip light with be 32: from front light towards rear centered side concession door will be centered over drivers side fender and axles and 24 to 25" from the fender to bottom of concession door.		
GRAPHIX FOR TRAILER Includes rear trailer wrap printed with gloss overlaminate, reflective vinyl-7' x 7' chevroning; side lettering 84" by 36" for trailer sides with gloss overlaminate, done to customer request. SCBA		
CYLINDER STORAGE FOR TRAILER Ziamatic SCBA cylinder storage, model number PACSR-B (42 units) Plastic quic-storage rack-black are rugged, molded plastic units are stackable for maximum usage of available space. Fits any air cylinder, most common 20lb or smaller, can be mounted horizontally or vertically. Strategically placed holes allow for air flow and water runoff, measures 8" by 24" in length and holds one cylinder. Includes the restraint straps, model-PACSR-RS. The NFPA 1901-96 requires restraint straps for SCBA air cylinder storage racks. The straps are designed to keep the air cylinder in place in the event of an accident or roll-over. The strap assembly bolts into place utilizing the four corner mounting slots.		

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Attached for your review is Change Order No. 3 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 covers the scope of work required to complete the necessary improvements to the restroom facility within Cooper Riverside Park's footprint and extends the contract's Substantial Completion date to July 2, 2026. This restroom is an integral part of the Park's infrastructure, and will create an ADA compliant structure. The total net increase to the contract amount is $283,295.94, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

Amount of Contract:
$283,295.94

Funding Source
G-GOMESA

ATTACHMENTS:
1. 00 - CO No.3 Cover Letter
2. - CO No.3 Resolution
3. 01 - CO No.3 Form
4. 02 - City PM Justification Memo for Change Order
5. 03 - Great Lawn Upgrades_Letter of Justification COR 3_26.04.23
6. 04 - PLRussell_CO3_Proposal
7. 05 - Cost Summary
8. 07 - PL Russell Great Lawn Contract_FULLY EXECUTED
9. 08 - Change Order 1 - PL Russell LLC - Great Lawn Upgrades

10. Change Order 2-PL Russell LLC-Great Lawn_FULLY EXECUTED
11. 09 - COI-PL Russell-Great Lawn Cooper Riverside

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

May 12, 2026

Dear Councilmembers,

Attached for your review is Change Order No. 3 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 covers the scope of work required to complete the necessary improvements to the restroom facility within Cooper Riverside Park's footprint and extends the contract's Substantial Completion date to July 2, 2026. This restroom is an integral part of the Park's infrastructure, and will create an ADA compliant structure.

The total net increase to the contract amount is $283,295.94, 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.org.

Respectfully,

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.3 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.3 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.3 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:	$283,295.94 (Increase)

Adopted:

_____
City Clerk

_____
Date

MOBILE
ALABAMA

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: THREE (3)

PROJECT NO: PR-029-22

DATE: April 27, 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 $3,227,354.24.
2. Complete the scope of work as referenced in the attachments.
3. Extend contract Substantial Completion date to July 2, 2026 (9 calendar days).

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$184,558.30
Contract Sum prior to Change Order No.3	$2,944,058.30
Contract Sum will be INCREASED by Change Order No.3 in the amount of	$283,295.94
New Contract Sum including this Change Order will be	$3,227,354.24
Contract Substantial Completion date prior to Change Order No.3	June 22, 2026
Contract Substantial Completion date will EXTEND to	July 2, 2026

As of this Change Order No.3, the Contract Sum is $3,227,354.24 and the Substantial Completion date is July 2, 2026.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

4/29/26
Date

ATTEST:

Spiro N. Cheriogotis, Mayor

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES RESTROOM FACILITY IMPROVEMENTS
CHANGE ORDER NO:	THREE (3)
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 three (3) to contract with PL Russell, LLC., dated April 27, 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 memos.

[X] 6. Other: See attached detailed summary.

This memorandum supports the need to include the Restroom Facility Improvements into Great Lawn Upgrades contract with PL Russell, LLC. through Change Order rather than Competitive Bidding:

1. Within the "General Scope" of PL Russell's contract

The Restroom work falls within the general scope of the Great Lawn Upgrades contract and is most efficiently and cost-effectively performed by the Contractor (PL Russell) because:

- The Restroom footprint is within Cooper Riverside Park (same project site / same park) where the contractor is already working.
- The Restroom work involves similar trades (concrete, utilities, finishes, site coordination)
- The Great Lawn (Park) utilities and hardscape interface with the building.

2. Logical Integration with Existing Work

The Restroom work is necessary to complete the Great Lawn Upgrades project because the restroom work is tied to:

- Utility upgrades (water, sewer, electrical)
- ADA compliance improvements
- Drainage and grading modifications
- Hardscape tie-ins and foundation interfaces

3. Feasibility and Foreseeability

- The Contractor is already on site, saving the City from paying additional mobilization cost by having another general contractor onsite.
- The City did not have the funds to investigate / incorporate the Restroom work into the Great Lawn Upgrades project at the time of bidding but now has the approved funds to do so.
- The extent of the present condition / issue prompting the Restroom work was not foreseeable at the time of the Great Lawn Upgrades contract execution. It arose during the normal course of design and investigation work and could not reasonably have been anticipated by the design team or City staff without subject matter experts.

4. Project Completion and Phasing

- Aligning Restroom and Park elements to be performed simultaneously is necessary to ensure the proper and complete execution of Cooper Riverside Park and is necessary to achieve substantial completion of the overall Cooper Riverside Park projects.
- The reopening of Cooper Riverside Park depends on a functional restroom facility, utility activation, and proper final inspections. Failure to perform this work would result in non-compliance with overall Cooper Riverside Park project goals and would compromise project integrity or safety.

5. Recommendation

Based on above information, and review of the conditions:

- It is **not** in the City's best interest to pursue competitive bidding due to urgency, integration with existing work, and minimal cost.
- It **is** in City's best interest to incorporate the Restroom Improvements scope of work into the Great Lawn Upgrades project (via Change Order to PL Russell, LLC. contract) in the interest of project coherence, efficiency, completion time frame, and cost conservation.

Signature:	
Name:	Jake Clements
Title:	Project Manager
Firm / Company:	City of Mobile

MAURINARCHITECTURE P.C.

April 23, 2026

Karrie Maurin, RA, CSI-CDT
karrie@maurinarch.com
C: 850-221-0670
Robert Maurin, RA, CSI-CDT
robert@maurinarch.com
C:850-485-4803

Mr. Jake Clements
Project Manager
Programs & Project Management
City of Mobile
205 Government Street
Mobile, AL 36633
O: 251-208-1138
C: 251-431-4290
jake.clements@cityofmobile.gov

Re : Great Lawn Upgrades Project - Review Change Order Request #3

Dear Jake:

Maurin Architecture, P.C. (MAPC) has reviewed the following Change Order Request from the Contractor:

1. Description of Change Order
This Change Order covers the following work:
This Change Order adds the renovation of the existing park restroom facility to the Contract. Work includes architectural upgrades, plumbing fixture replacement, electrical and mechanical upgrades, ADA compliance modifications, permitting, and all associated labor, materials, equipment, and supervision necessary to complete the work in accordance with attached drawings and specifications.

2. Origin of Change Order
This Change Order was initiated by: The City of Mobile Project Manager (Jake Clements) and the Architect of Record (Karrie Maurin)

3. Necessity or Desirability of Change
This Change Order is necessary and/or desirable because:
Renovation of the park restroom facility is necessary to address deterioration, ensure public health and safety, achieve ADA and code compliance, preserve public assets, and provide a functional and welcoming amenity consistent with community standards and expectations.

Inclusion of the restroom renovation within the existing park construction contract is necessary to ensure coordinated utility integration, cost efficiency, schedule optimization, regulatory compliance, and delivery of a complete and functional park facility to the public. Executing this work under the current contract avoids additional procurement time and expense while ensuring the restroom facility meets current safety, accessibility, and operational standards.

4. Justification for Change Order Rather Than Competitive Bidding
The additional work falls within the general scope of the original contract and is most efficiently and cost-effectively performed by the Contractor who will be on site. Competitive bidding was not pursued due to urgency, integration with existing work, and minimal cost.

Project: Great Lawn Upgrades
COR #3

5. Statement of Price Review and Recommendation
The proposed pricing for this Change Order has been reviewed in detail and found to be fair, reasonable, and consistent with industry standards and prior rates established in the original contract. I therefore recommend approval of this Change Order in the amount of:
$283,295.94

Please let me know if you have any questions or require additional information.

Respectfully,

Karrie Maurin, RA, CSI-CDT
Maurin Architecture, P.C.

Cc: Jake Clements, *Attachments: COR #3*

Cooper Riverside Park - Bathroom Repairs

PL RUSSELL

PL Russell LLC

251 Saint Anthony Street
Mobile, AL 36603
Contact:
Phone:
Fax:

Quote To:

Phone:
Fax:

Job Name:
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	General Requirements	1.00	LS	22,467.04	22,467.04
20	ADA Drinking Fountain	1.00	LS	11,195.71	11,195.71
30	Demolition	1.00	LS	24,805.58	24,805.58
40	CMU Wall	1.00	LS	9,413.33	9,413.33
50	Epoxy Flooring - Resurface and epoxy paint	1.00	LS	13,883.15	13,883.15
60	Electrical - removing outdoor color changing light	1.00	LS	75,991.96	75,991.96
70	Plumbing	1.00	LS	43,082.67	43,082.67
80	Fixtures/Doors	1.00	LS	20,271.83	20,271.83
90	Prep/Prime/Paint	1.00	LS	27,802.33	27,802.33
100	Gates	1.00	LS	6,089.10	6,089.10
110	Amenities	1.00	LS	6,413.55	6,413.55
120	Cap Repairs	1.00	LS	8,433.16	8,433.16
130	Gutter Replacement	1.00	LS	1,826.73	1,826.73
140	Backwater Gate Valve	1.00	LS	3,052.55	3,052.55
150	Flood vents in walls	5.00	EA	1,713.45	8,567.25
GRAND TOTAL					**$283,295.94**

NOTES:

1. Price includes all work associated with plans and specifications for bathroom repairs.
2. Price includes additional bond price for PL Russell under current contract.
3. Price excludes sales tax and amterial testing.
4. Price excludes all work relating to security cameras.

Ben Russell

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: 4/22/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 283,295.94
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.3	**$ 3,227,354.24**

			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
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

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: 4/22/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 283,295.94
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.3	**$ 3,227,354.24**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
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
					Change Order No.2 total:	$ 64,338.62

CHANGE ORDER NO.3

	Item #	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**
CHANGE ORDER NO.3	1010	General Requirements	Lump Sum	1	$ 22,467.04	$ 22,467.04
	1011	ADA Drinking Fountain	Lump Sum	1	$ 11,195.71	$ 11,195.71
	1012	Demolition	Lump Sum	1	$ 24,805.58	$ 24,805.58
	1013	CMU Wall	Lump Sum	1	$ 9,413.33	$ 9,413.33
	1014	Flooring - Resurface and Epoxy Paint	Lump Sum	1	$ 13,883.15	$ 13,883.15
	1015	Electrical - Removing Outdoor Color Changing Lights	Lump Sum	1	$ 75,991.96	$ 75,991.96
	1016	Plumbing	Lump Sum	1	$ 43,082.67	$ 43,082.67
	1017	Fixtures/Doors	Lump Sum	1	$ 20,271.83	$ 20,271.83
	1018	Prep/Prime/Paint	Lump Sum	1	$ 27,802.33	$ 27,802.33
	1019	Gates	Lump Sum	1	$ 6,089.10	$ 6,089.10
	1020	Amenities	Lump Sum	1	$ 6,413.55	$ 6,413.55
	1021	Cap Repairs	Lump Sum	1	$ 8,433.16	$ 8,433.16
	1022	Gutter Repleacement	Lump Sum	1	$ 1,826.73	$ 1,826.73
	1023	Backwater Gate Valve	Lump Sum	1	$ 3,052.55	$ 3,052.55
	1024	Flood Vents in Walls	Each	5	$ 1,713.45	$ 8,567.25
					Change Order No.3 total:	**$ 283,295.94**
					Contract Amount after Change Order:	**$ 3,227,354.24**

MOBILE
ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

SEPTEMBER 2025

ALABAMA
LICENSED
No. 52827
PROFESSIONAL
ENGINEER
SAI KIRAN DUVVURI

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Contractor's Insurance Certification ..... ATTACHMENT B

Subcontracting Plan, E-Verify Affidavit, DBE Utilization Report ..... ATTACHMENT C

Certifications, Affidavits, & Project Closeout ..... ATTACHMENT D

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Geotechnical Reports and/or Mix Designs ..... ATTACHMENT F

Tax Exemption ..... ATTACHMENT G

GOMESA Component Award Tasks, Terms and Conditions ..... ATTACHMENT H

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPE/21/CM ..... ATTACHMENT I

ADCNR Sub-ward GOMESA Grant Agreement #G-CMRPEII/24/CM ..... ATTACHMENT J

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	67000.00	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	**Office** (334) 244-0004	**Fax** (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:

Gwen Logan

ITS SECRETARY

Gwen Logan (Print)

9/15/25

DATE

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

BY: _____

CITY CLERK

William S. Stimpson (Print)

10/21/25

DATE

Lisa C. Lambert (Print)

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

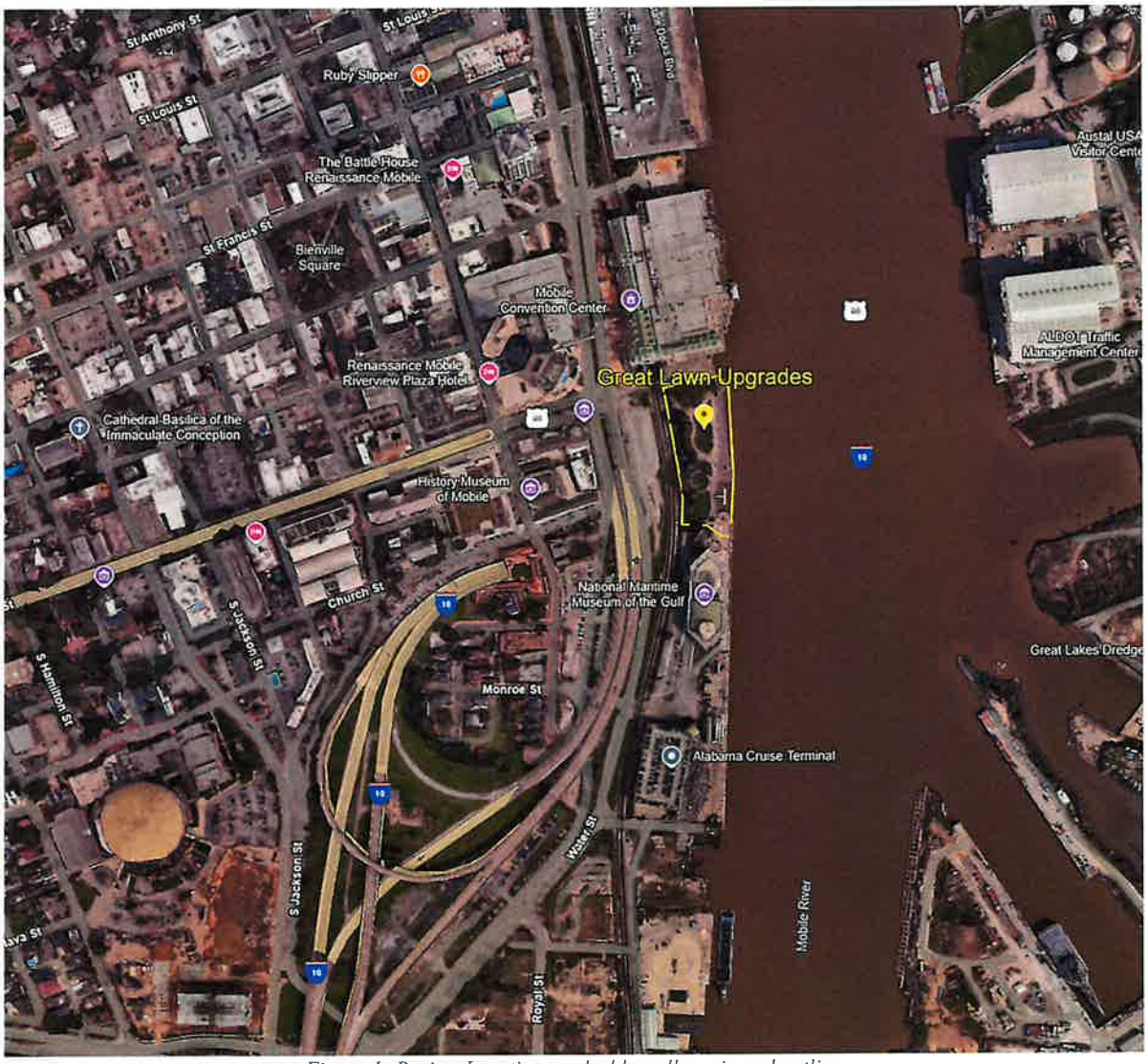

Figure 1: Project Location marked by yellow pin and outline.

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 829-22
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: Archinque.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 PL 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)

E-VERIFY IS A SERVICE OF DHS AND SSA

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

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.

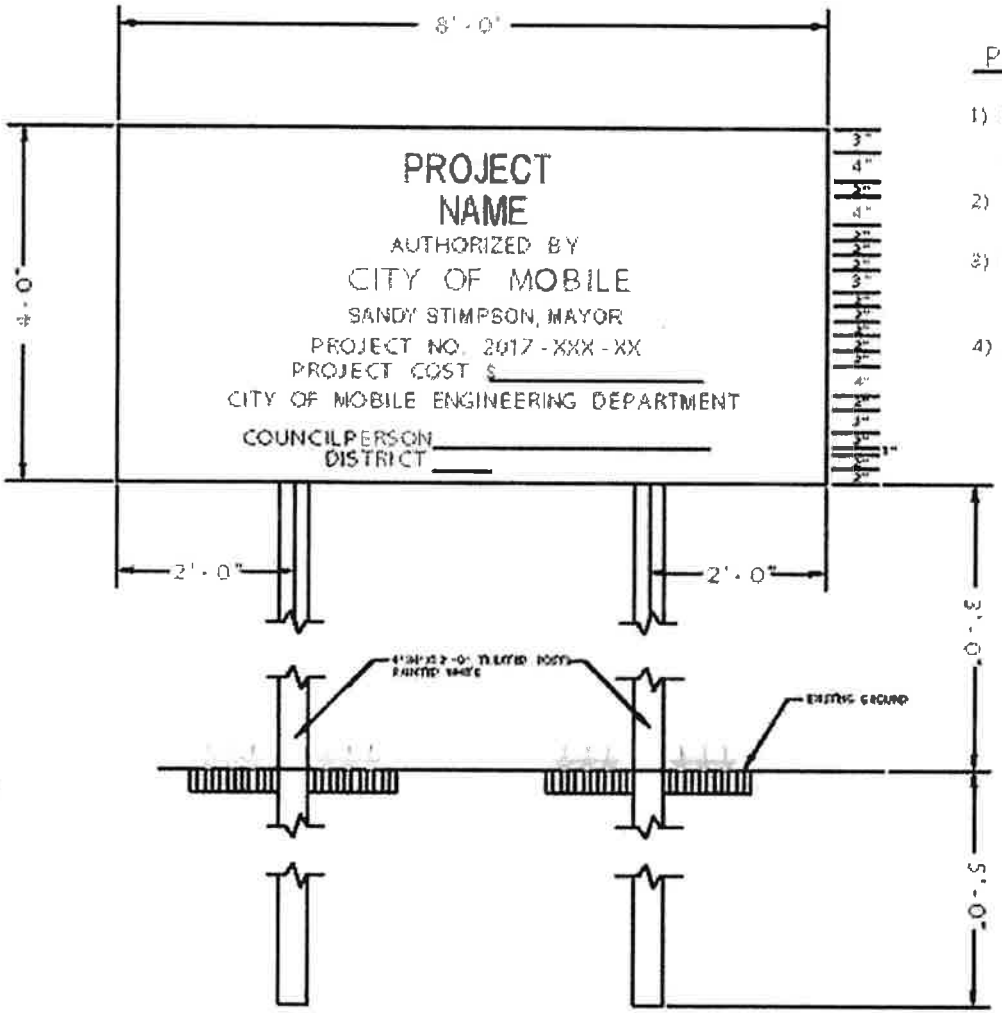
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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]

1

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

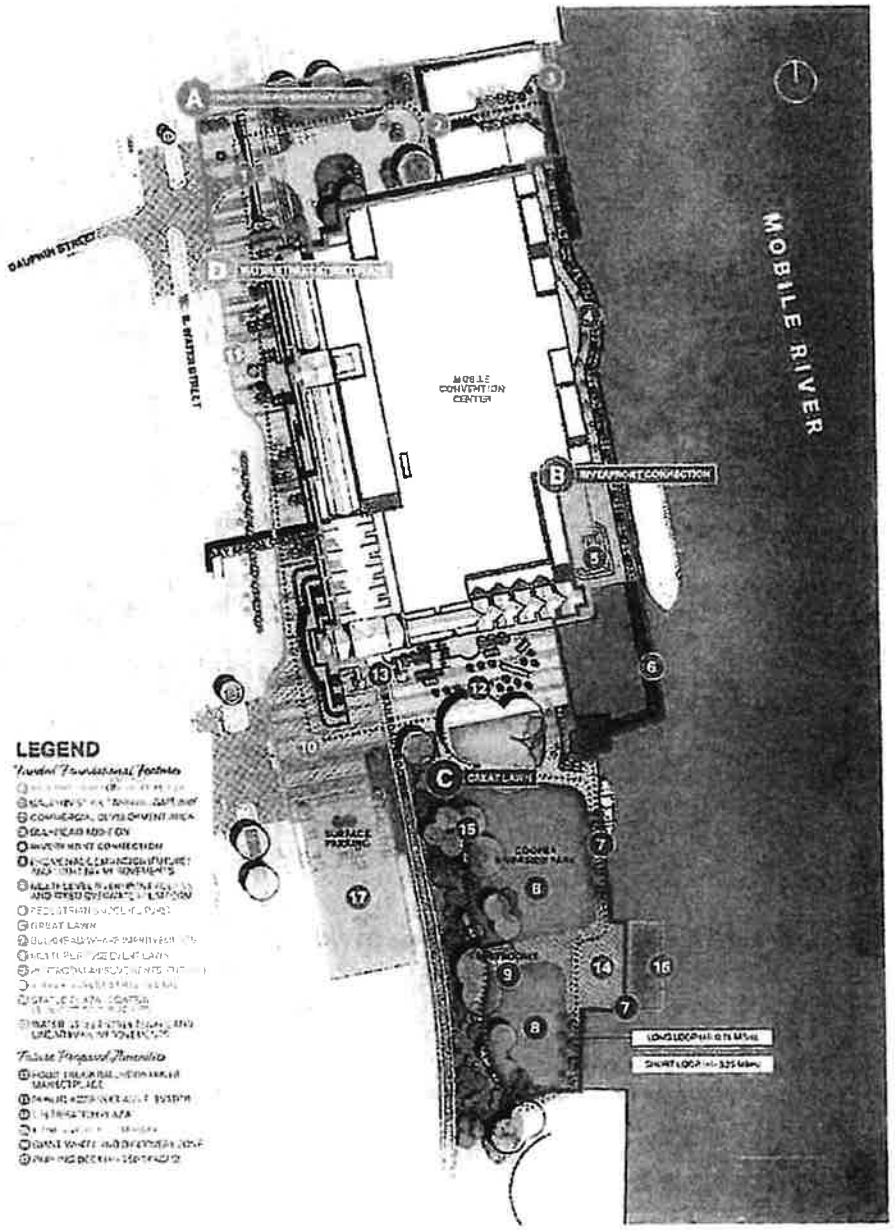


Exhibit No. 2

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:

<u>Mobile Riverfront Park Enhancements Phase I – City of Mobile</u>

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.

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Submitted and Approved By:

William S. Stimpson
2024.11.01 13:22:37
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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 LEGAL

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

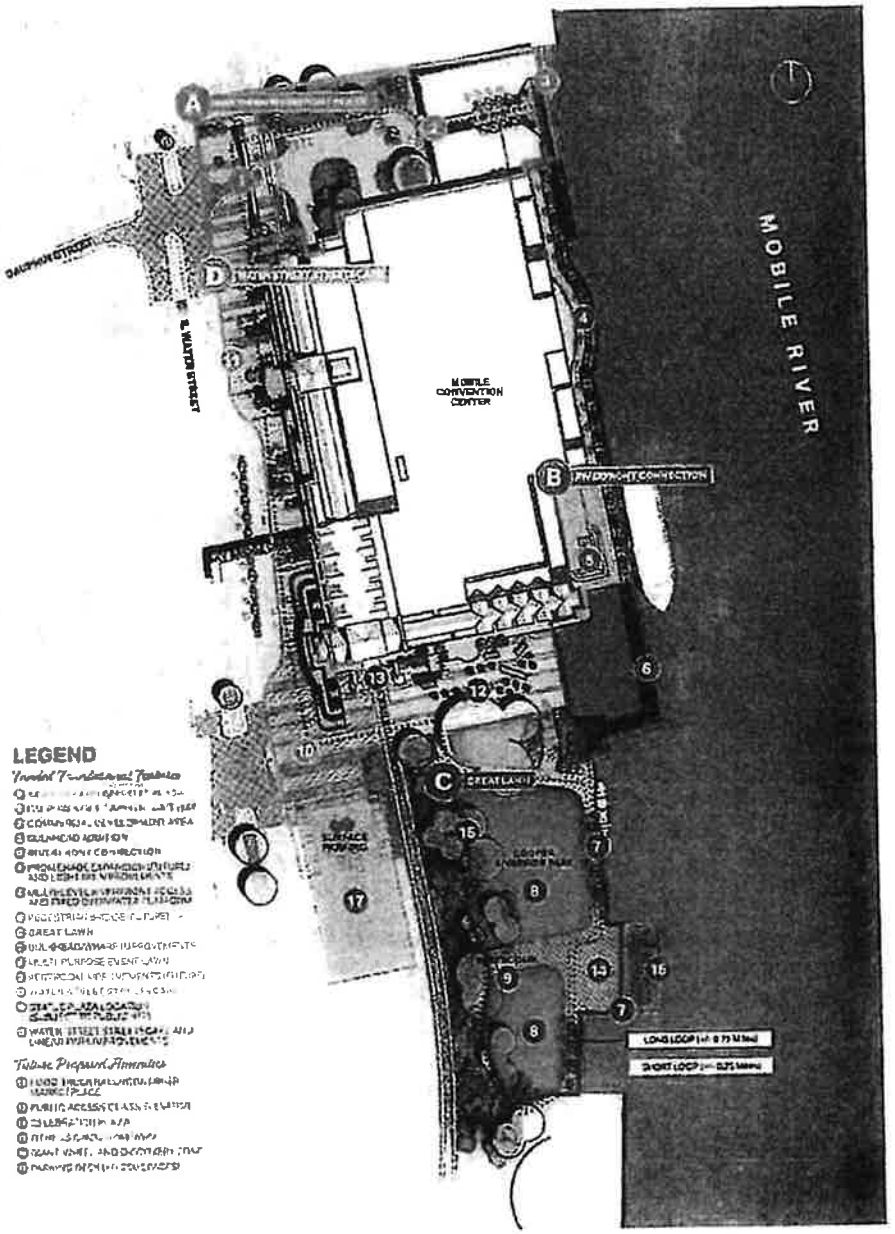


Exhibit No. 2

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:

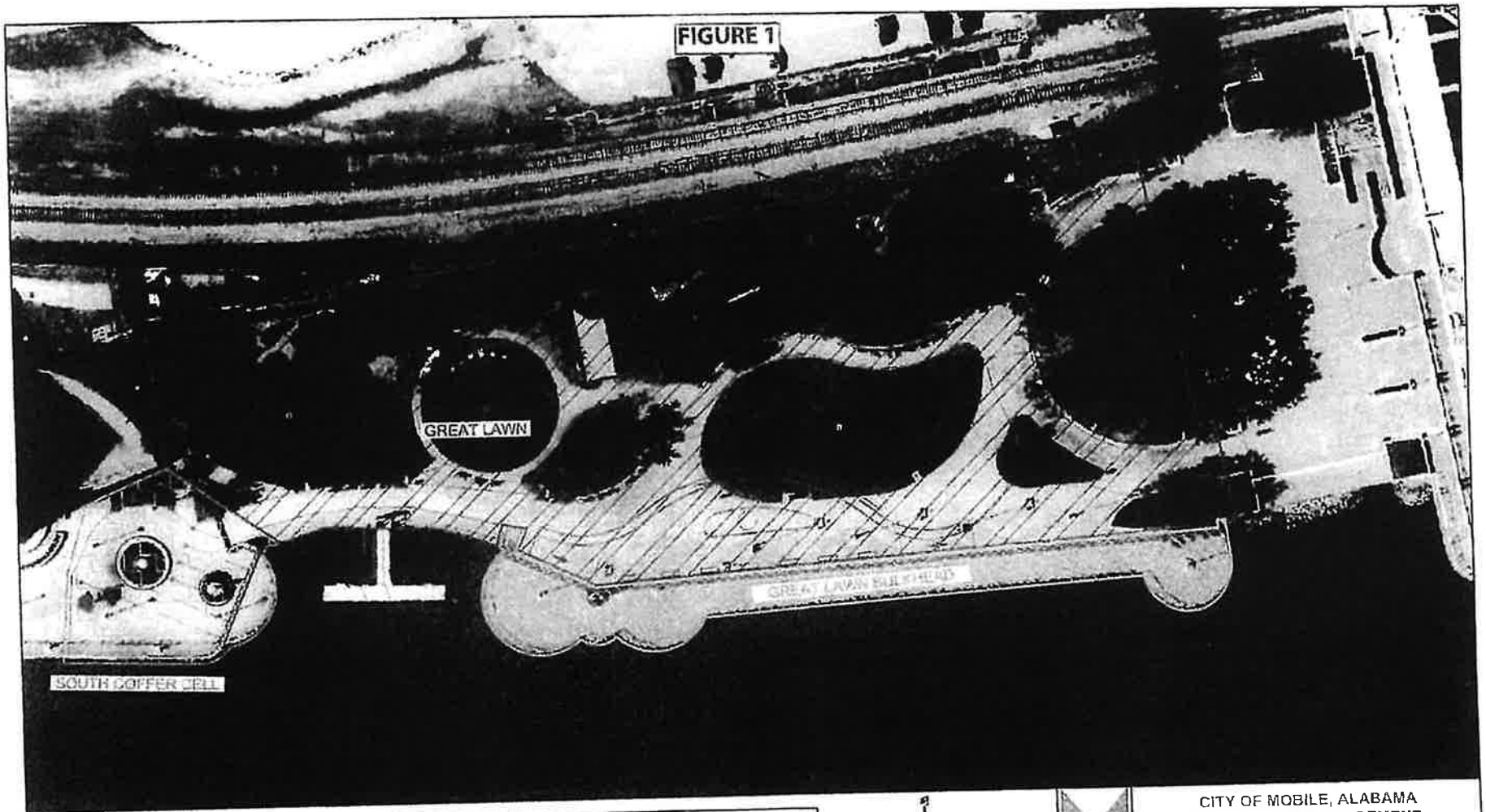
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, 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:

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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

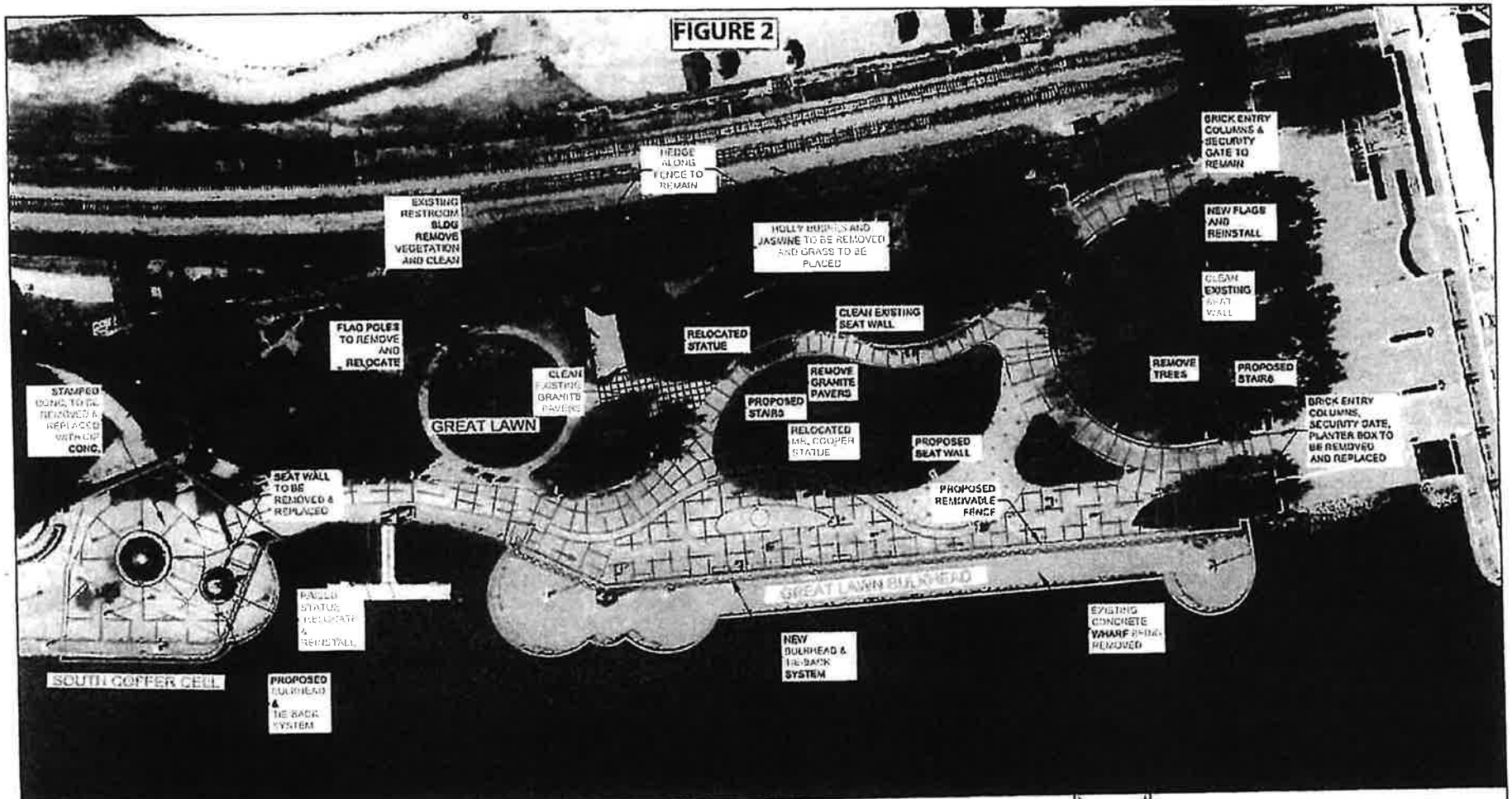
0 25 50 100 Feet

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 : $ 1,837,[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 2 9 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

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.

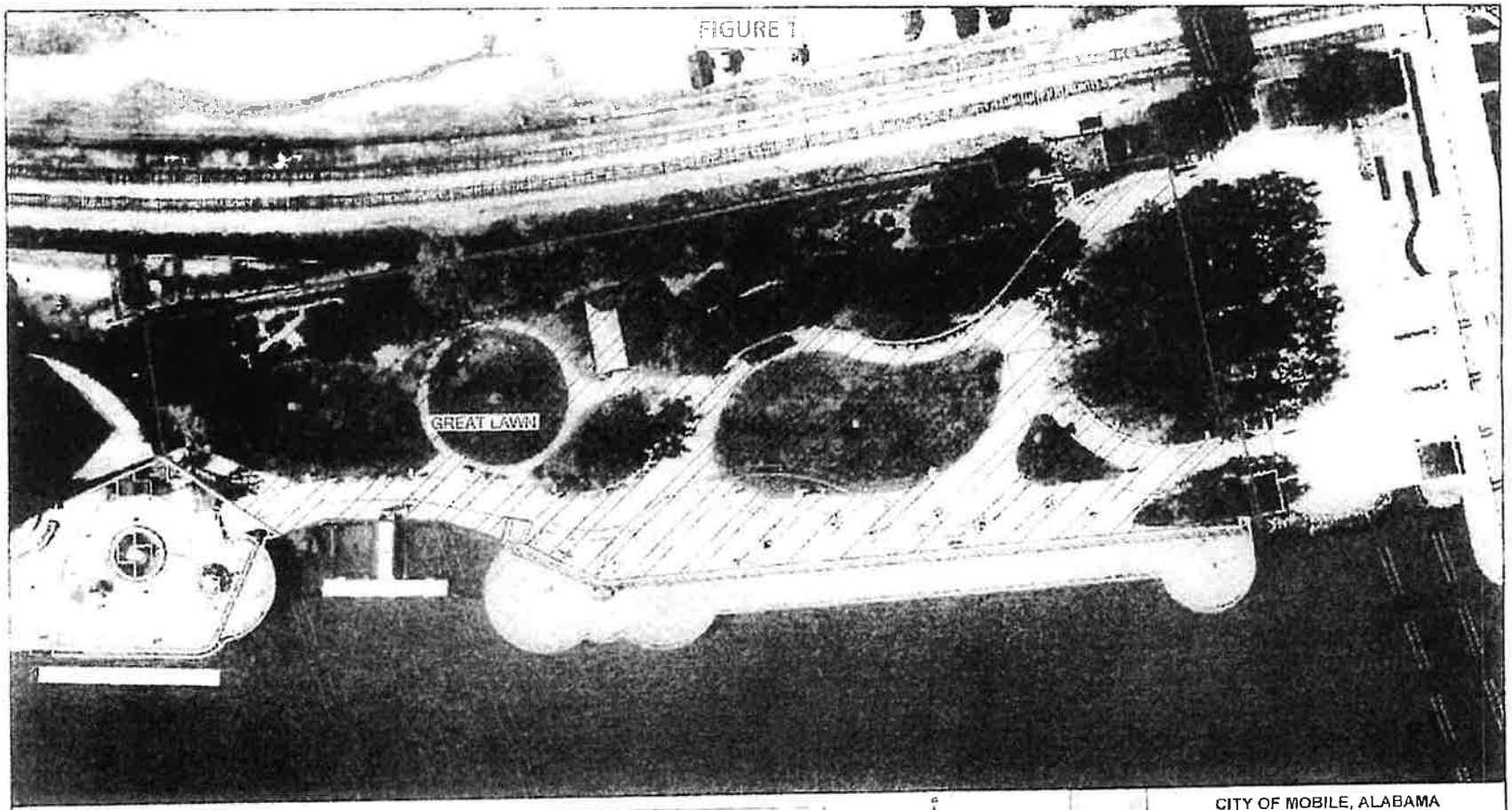
Submitted and Approved By:

William S. Stimpson
2024.11.20 08:47:29
-06'00'

William S. Stimpson, Mayor
City of Mobile

Lisa C. Lambert

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

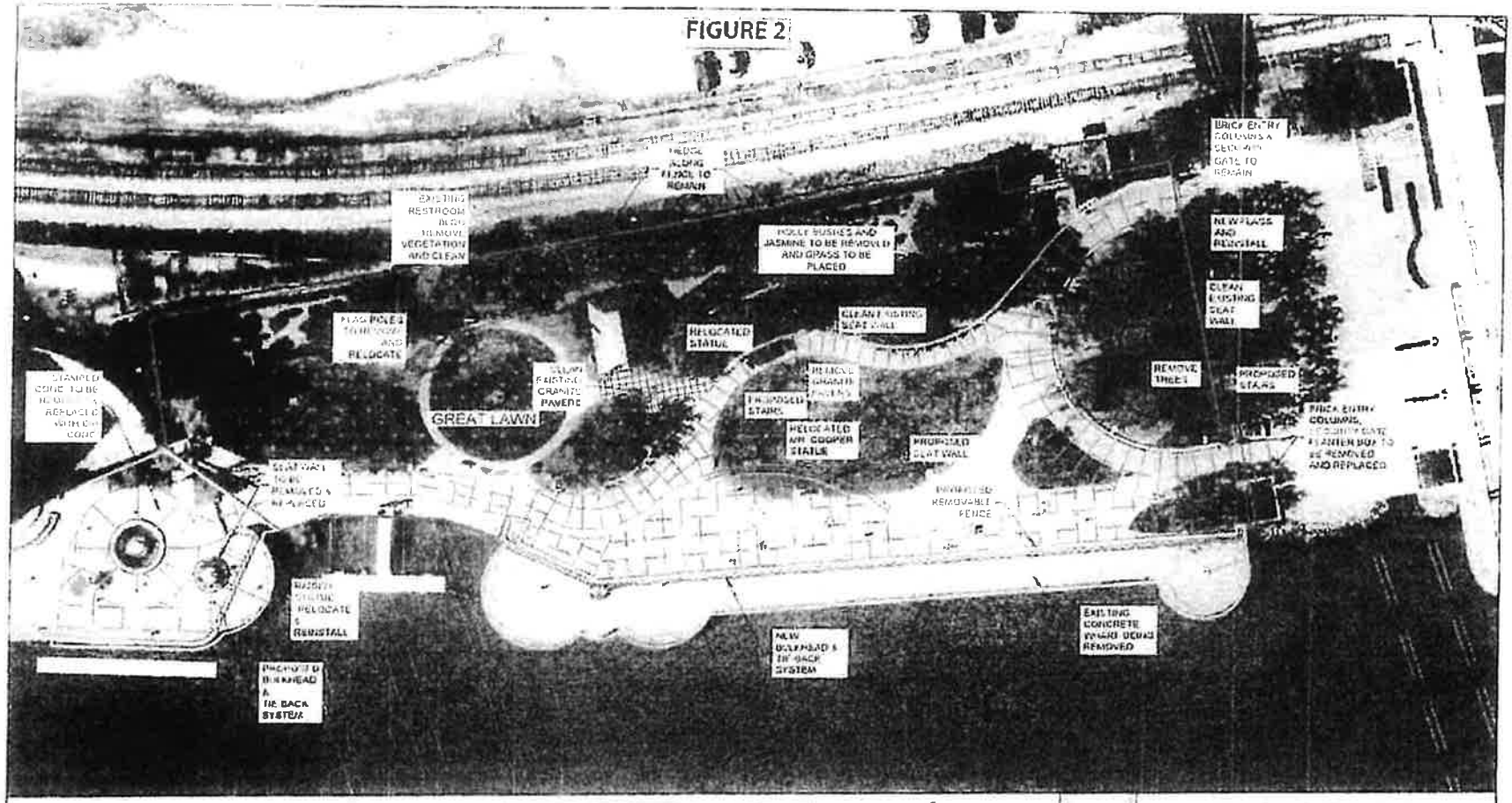
0 50 100 Feet

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) $ 5,004,796.14

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

Lara 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:

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.

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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
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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.

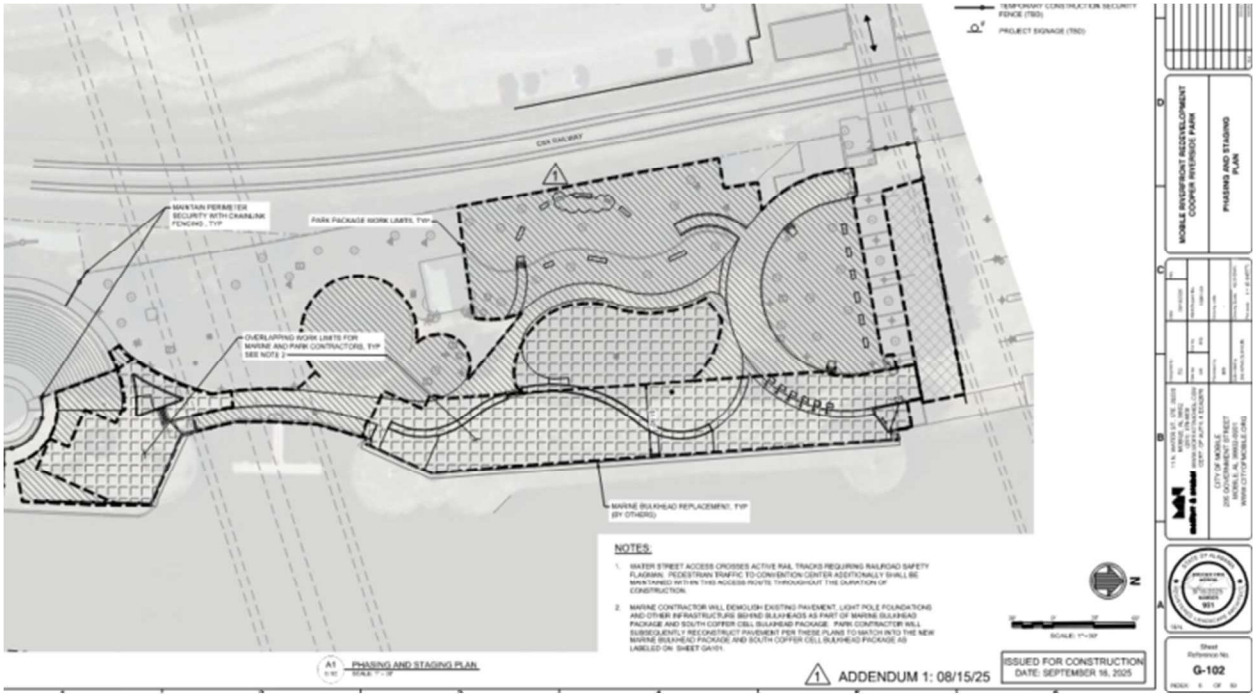


Figure 1: Plan – As bid limits of park upgrades

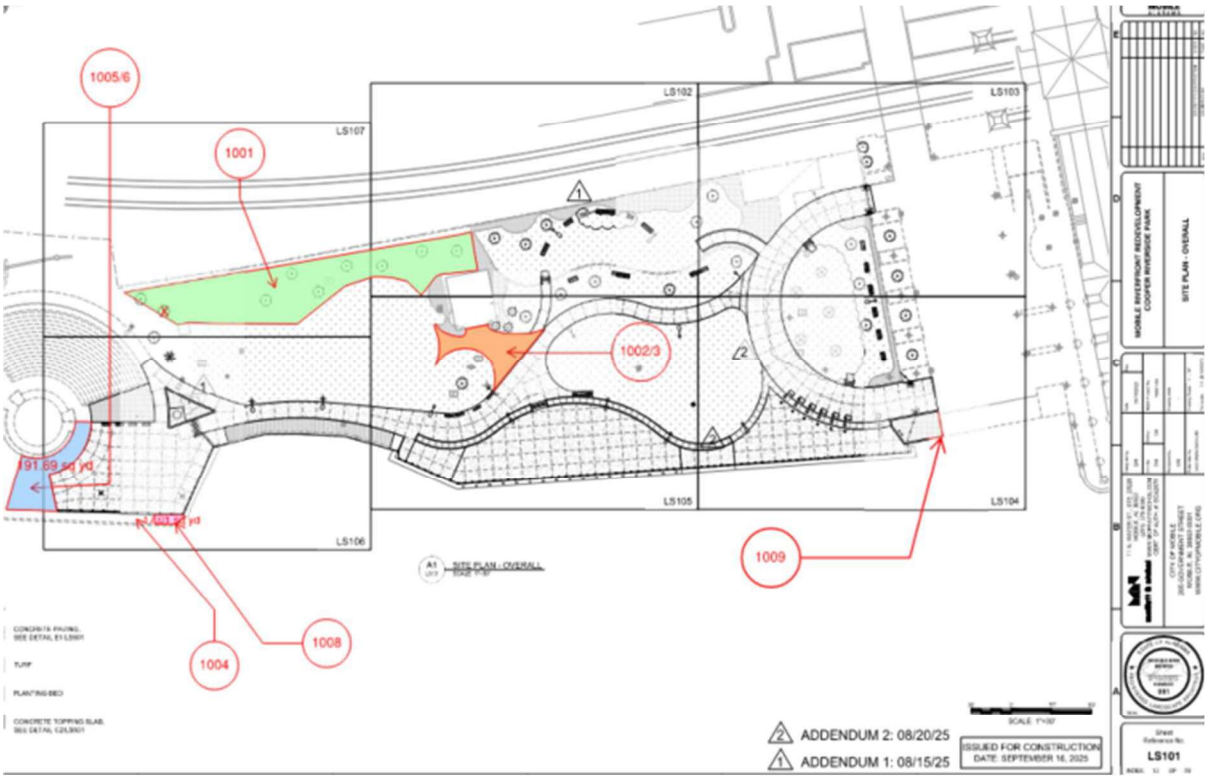


Figure 2: Proposed changes in this change order No.1

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.

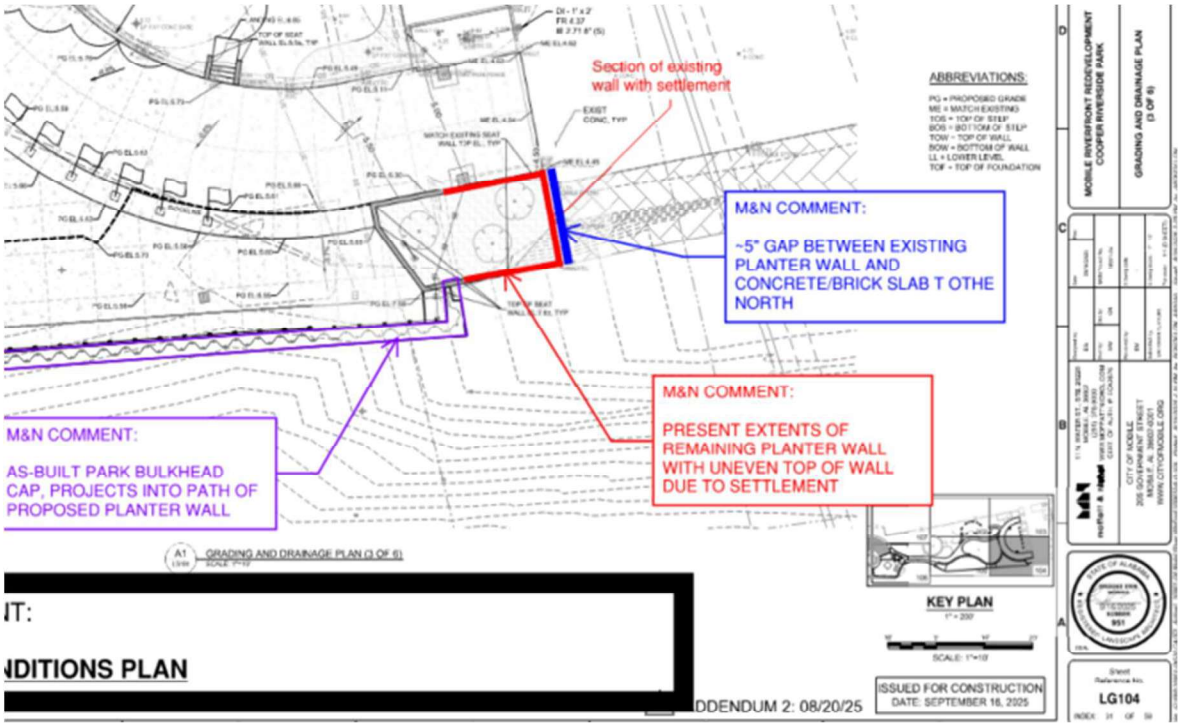


Figure 1: Preset extents of remaining planter wall due to settlement

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.

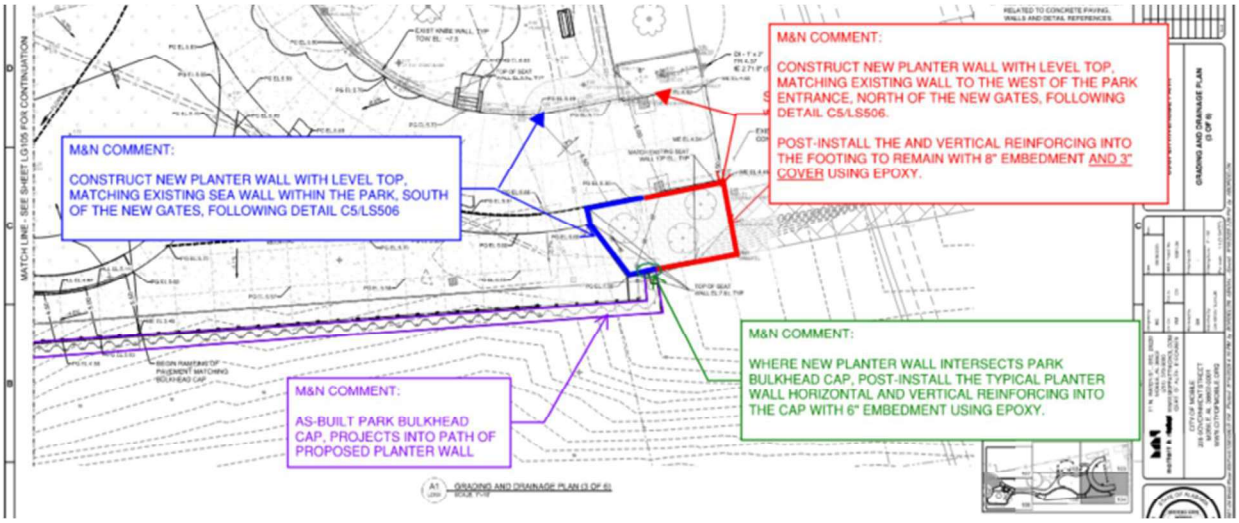


Figure 2: Elevation - Mudline Conditions Waterside of New Bulkhead

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.

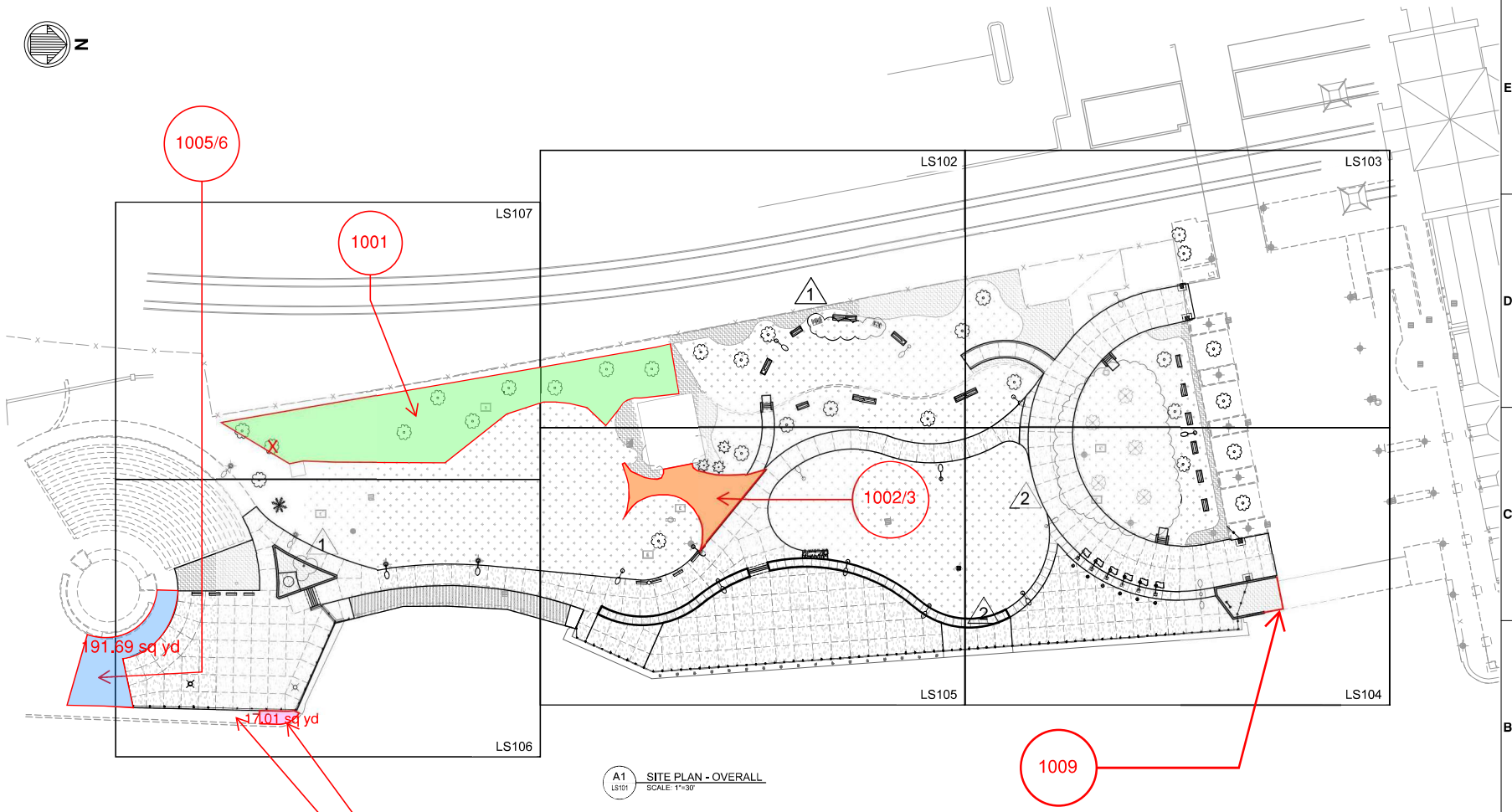
Pay Item	Description	Quantity	Units	Unit Price	Price
1001	Additional Sod, Irrigation and Clearing (1,073 SY)	1	LS	$19,309.00	$19,309.00
1002	Replace Granite with Concrete Paving at Restroom	165	SY	$179.67	$29,645.55
1003	Remove Granite Pavers	165	SY	$7.62	$1,257.30
1004	Repair Paver Section around Water 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'

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

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

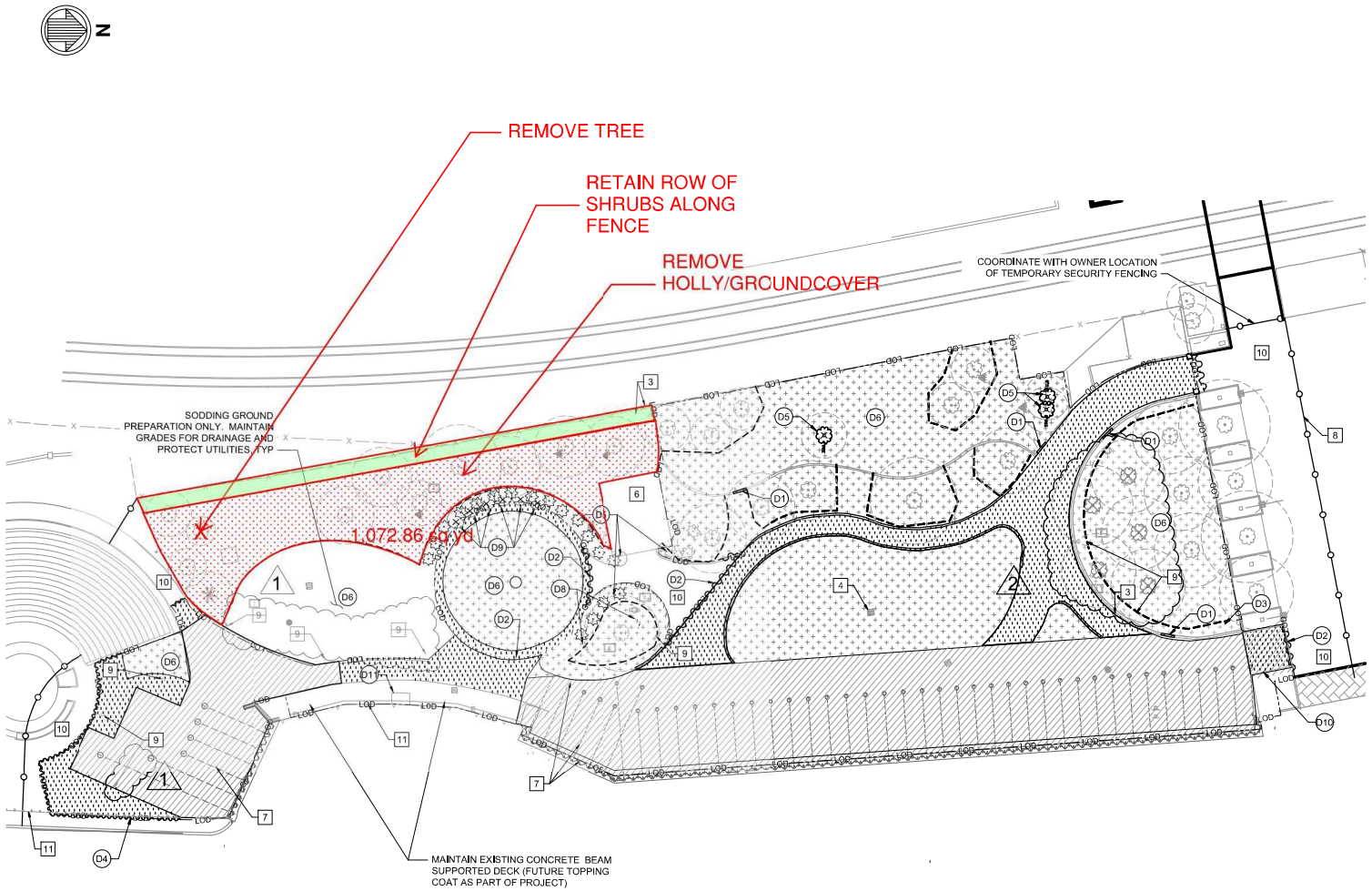
SITE PLAN - OVERALL

mott & nichol
11 N. WATER ST., STE. 22220
MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. # EOA0976

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



A1 LANDSIDE DEMOLITION PLAN
SCALE: 1"=30'

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

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

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
	ISSUED FOR CONSTRUCTION	9/16/25	BM
	BIDDING	7/3/25	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.: 10961-04 | Drawing code: - | Drawing Scale: 1" = 40' | File scale: 11 X 17 SHEET

11 N. WATER ST., STE. 20220
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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

File: Q:\BR\10961\04\20 CADD_Active\ 10961-04 Mobil River WrFront\10961-101 - Plotted: 9/16/2025 4:13 PM by BONZELON, ABIGAIL, Saved: 9/16/2025 4:10 PM by ABONZELON

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**

MOBILE
ALABAMA

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 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

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk / ASSISTANT

MOBILE
ALABAMA

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

April 22, 2026

Subject: Change Order No. 2 – Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades)

Dear Councilmembers,

Attached for your review 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 or Jake Clements at (251) 208-1138 or via email at jake.clements@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Public Works

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.

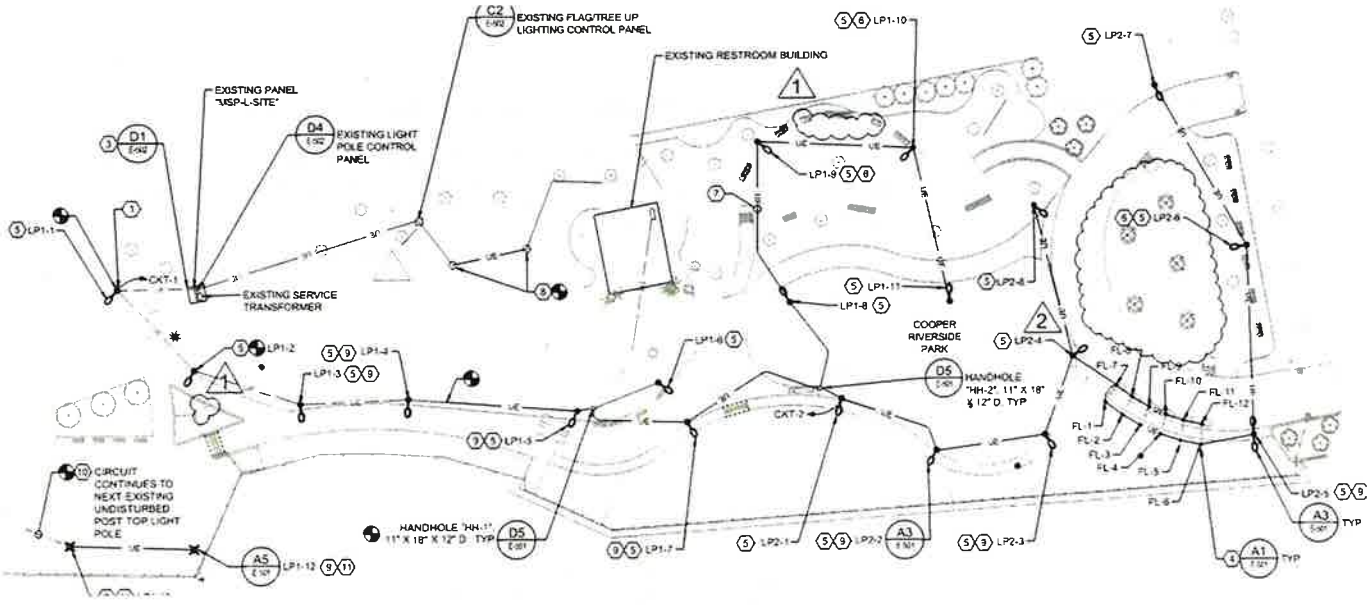


Figure 1: Plan - As bid scope of park upgrades

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.

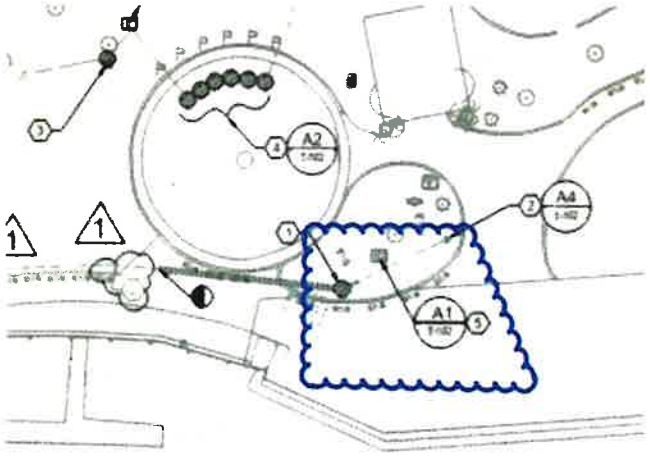


Figure 3: Item 1011 Plan

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.

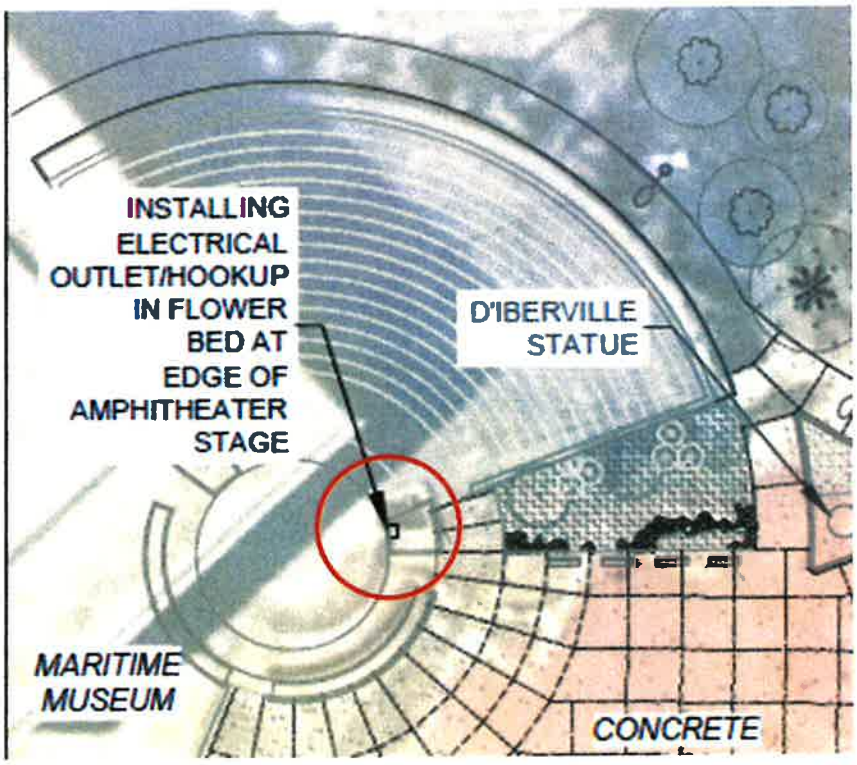


Figure 4: Item 1012 Plan

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.

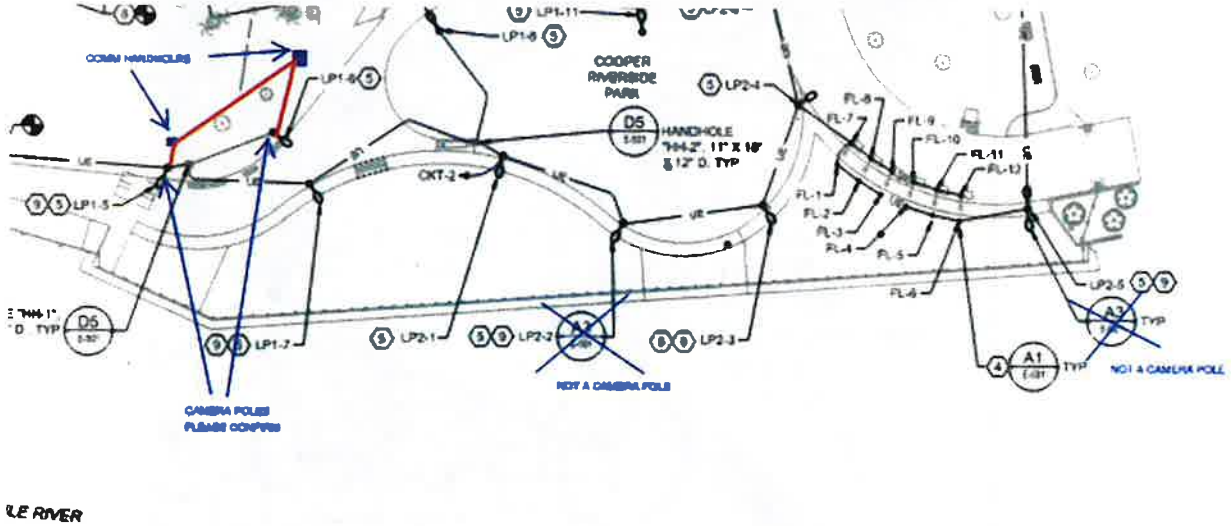
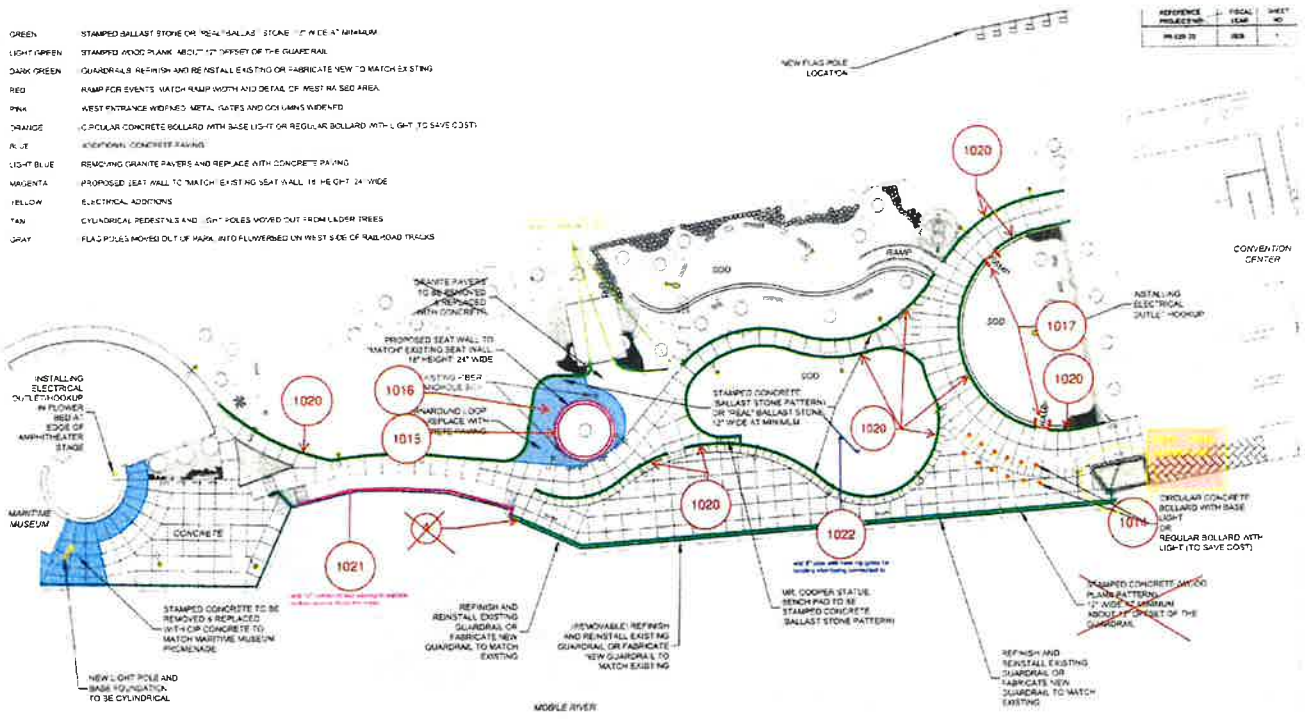


Figure 5: Item 1013 Plan

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

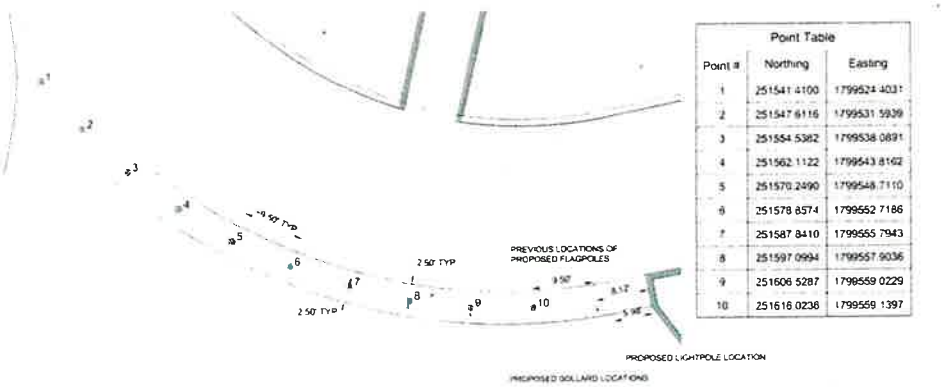


available.

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	251554.5362	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	251616.0238	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.

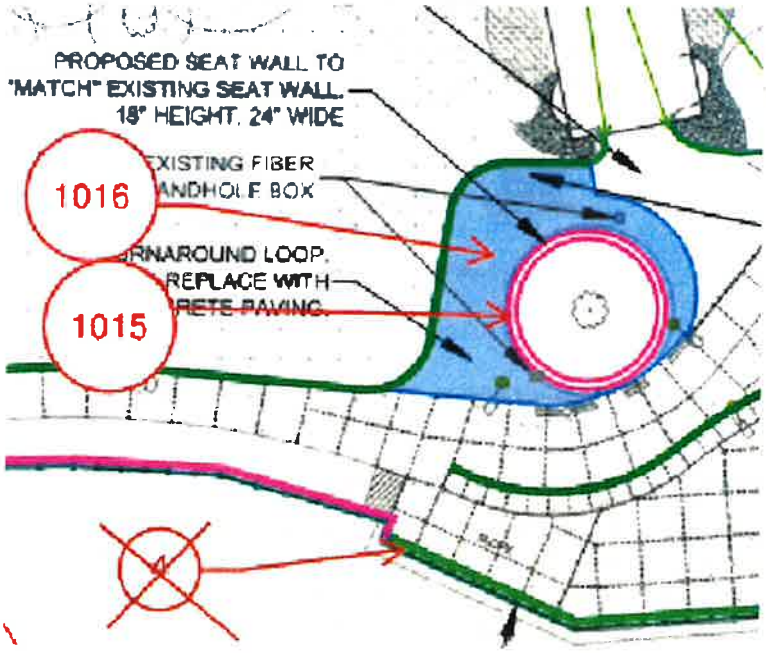


Figure 8: Proposed Circular Seat Wall at Existing Oak Tree and adjacent Pavement

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. Saintevan	[signature]
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

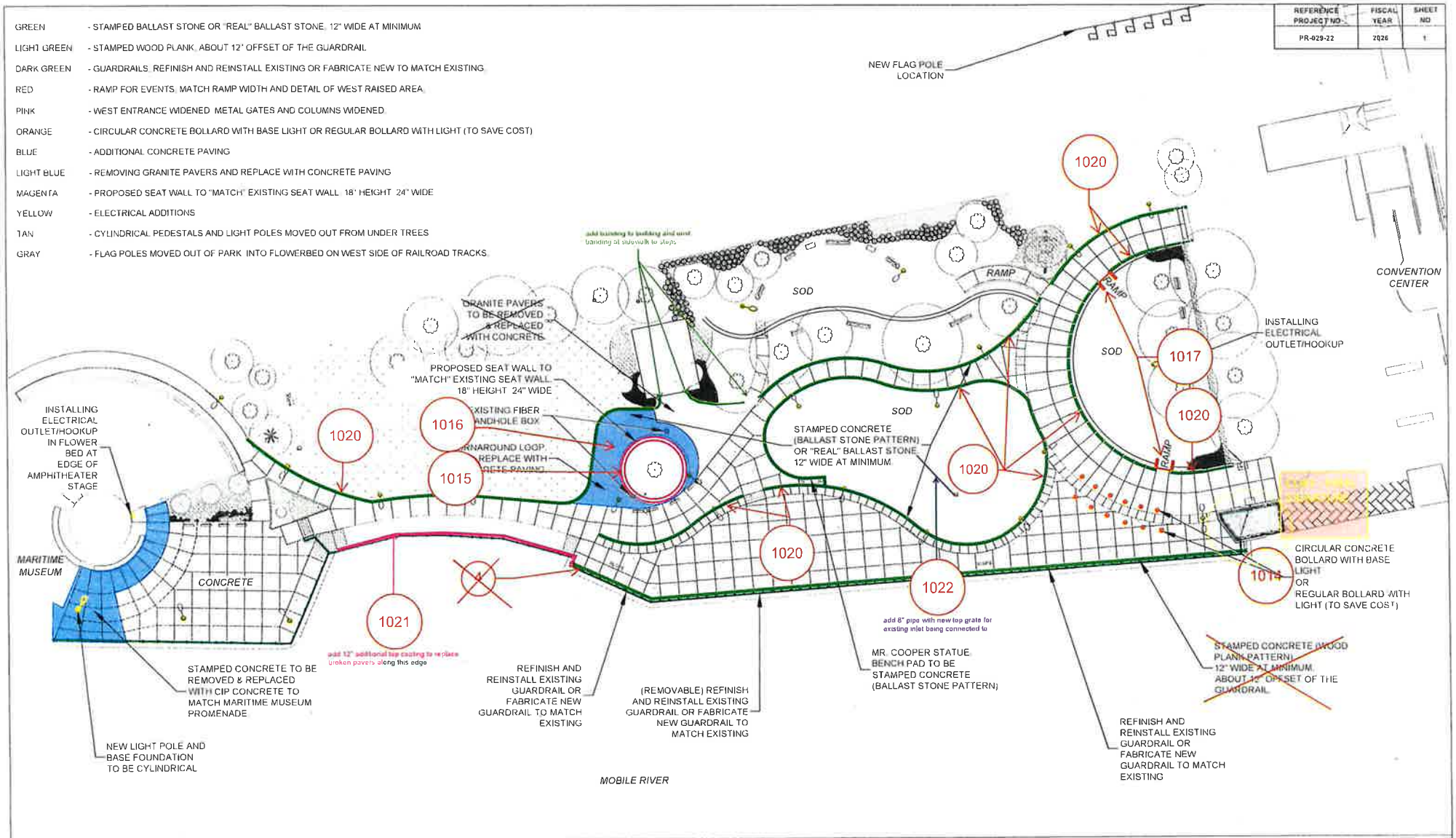
+ 251-385-6091

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



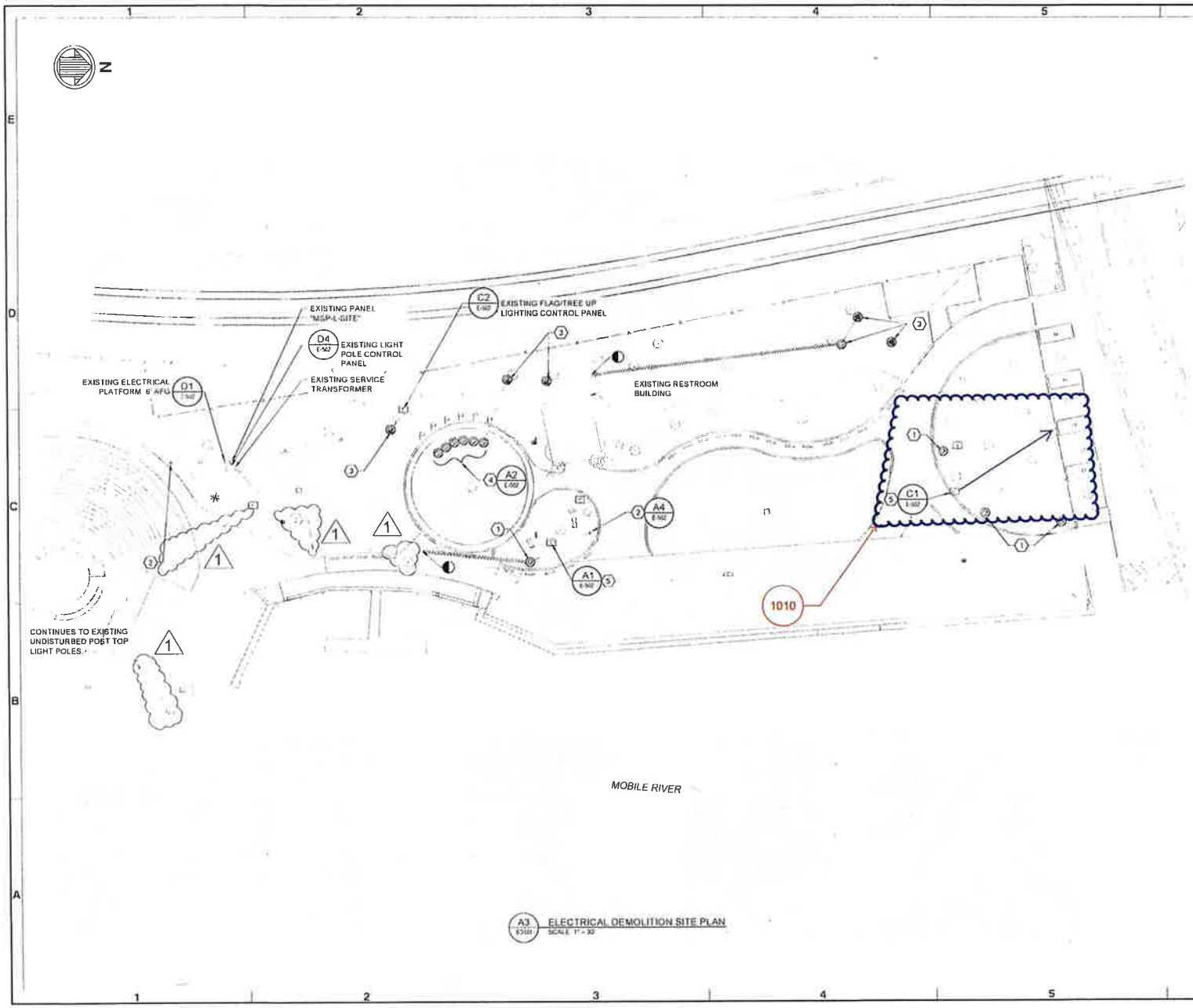
0 100 200 Feet

COOPER RIVERSIDE PARK - CO#2 (FIG ATTACHMENT A)

PROJECT MANAGER: JAKE CLEMENTS	01-27-2026 REV 02-13-2026	CITY OF MOBILE	SHEET TITLE: SITE PLAN REVISED	ROUTE: 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 ELECTRICAL DEMOLITION SITE PLAN
SCALE: 1" = 30'

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.

SCALE: 1"=30'

ISSUED FOR BID
DATE JULY 03, 2025

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE
ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DEMOLITION
SITE PLAN

moffatt & nichol

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE AL 36602-0001
WWW.CITYOFMOBILE.ORG

Sheet Reference No
ED101



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

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

moffatt & nichol
11 N. WATER ST., STE 2020
MOBILE, AL 36602
(251) 376-5000
WWW.MOFFATTNICHOL.COM
CERT OF AUTH # ECA2616

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

ALABAMA
No. 52827
PROFESSIONAL
ENGINEER

Sheet Reference No.
E-502

DRAWING SCALES SHOWN BASED ON 22" x 34" DRAWING

1011

REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE

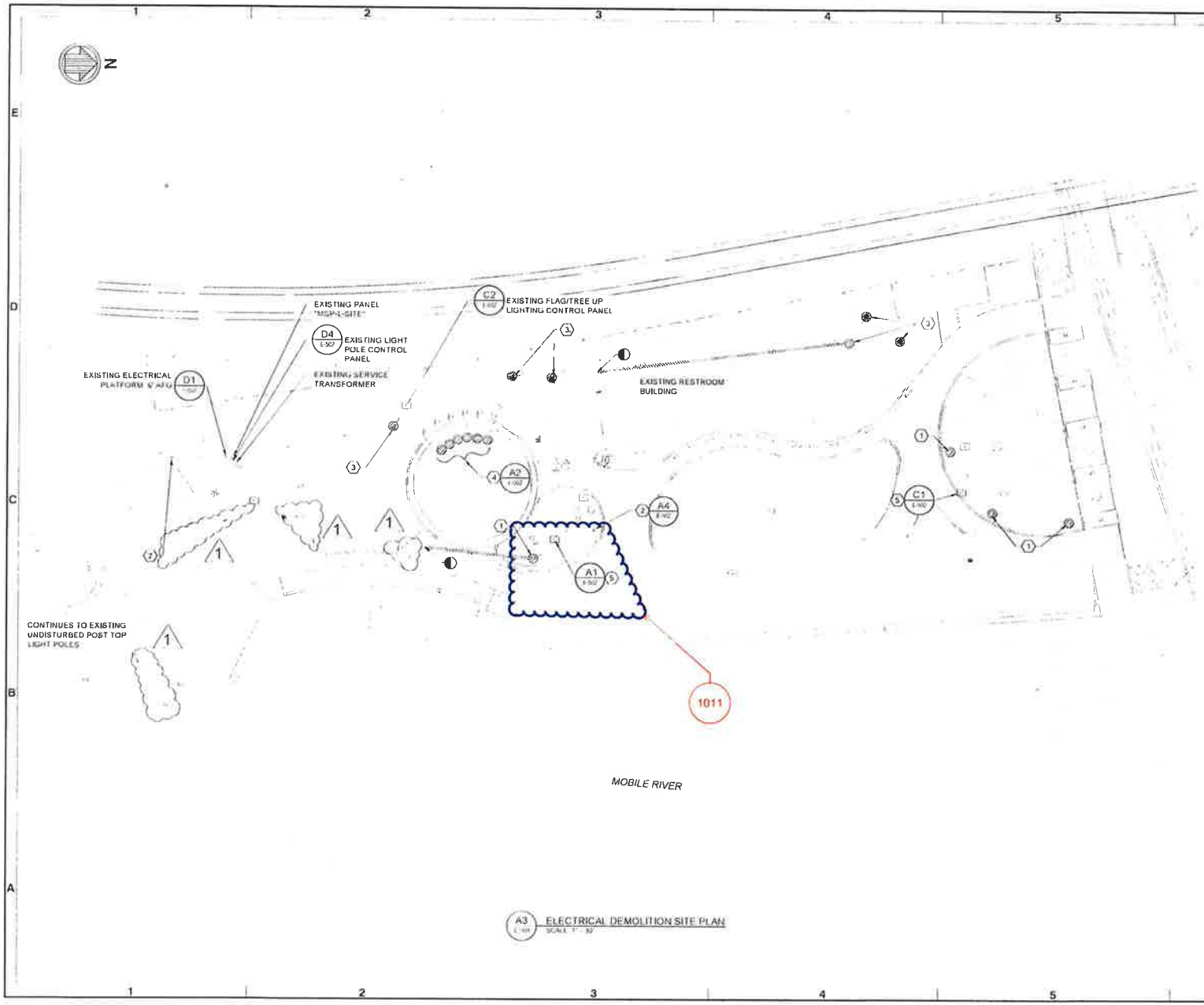
PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES

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



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.

SCALE 1"=30'

ISSUED FOR BID
DATE JULY 03 2025

MOBILE ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DEMOLITION SITE PLAN

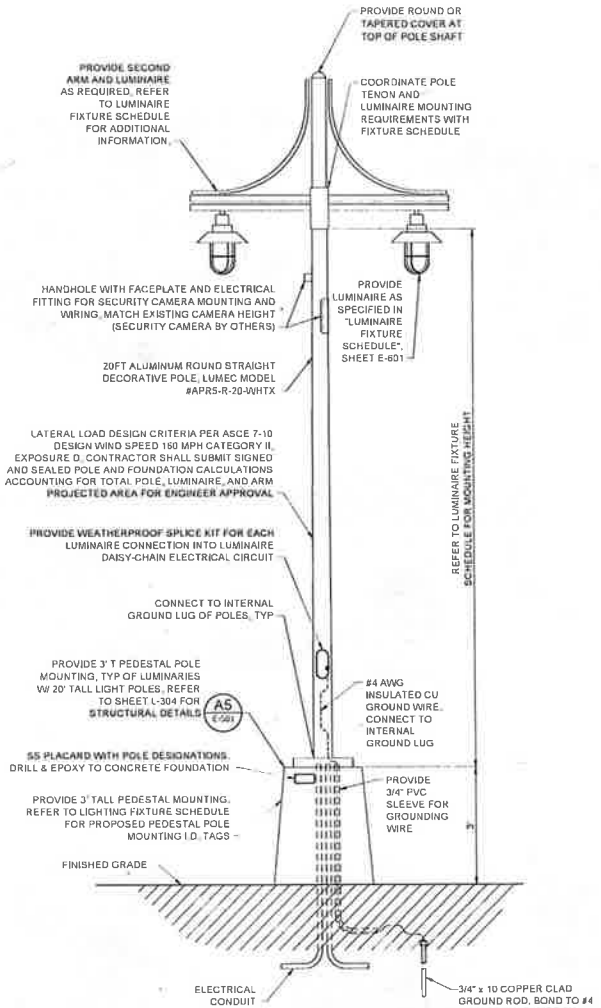
moffatt & nichol
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

ALABAMA LICENSED No. 52827 PROFESSIONAL ENGINEER

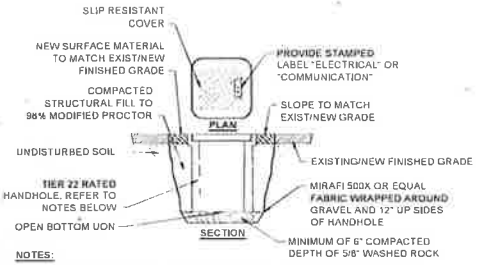
Sheet Reference No.
ED101



A1 E-101 FLAGPOLE LIGHTING DETAIL
SCALE: NTS

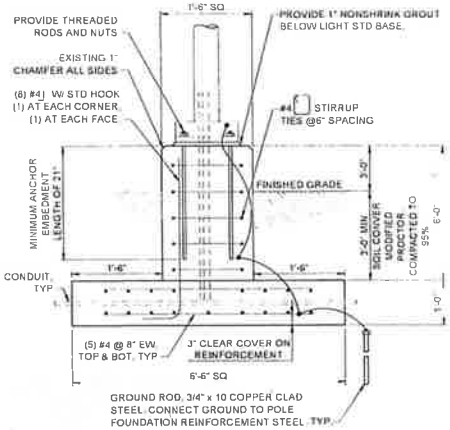


A3 E-101 DETAIL - LIGHT POLE/FIXTURE REPLACEMENT
SCALE: NTS



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-501 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 RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (1 OF 2)

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

Sheet Reference No
E-501



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

LEGEND

DEMO



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

ISSUED FOR BID
DATE JULY 03 2025

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-4001
WWW.CITYOFMOBILE.ORG

Shiel
Reference No
E-502

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

WIREMOLD®

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**
- **Parks**
- **Entertainment**
- **Transit**
- **Hospitality**

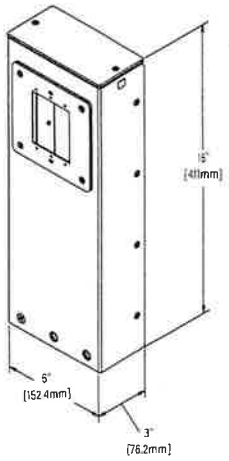
Compliance

c UL us

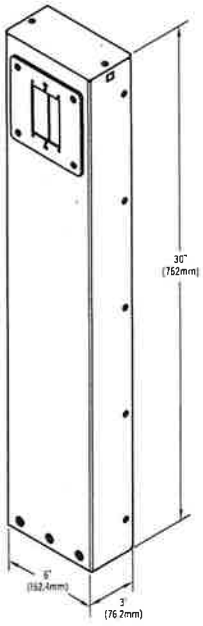
CULus Listed, File Number E479489, Guide PUPR
Outdoor Power Pedestals are UL Listed to meet NEMA 3R requirements for use in outdoor locations.
Outdoor Power Pedestals comply with ADA guidelines.

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

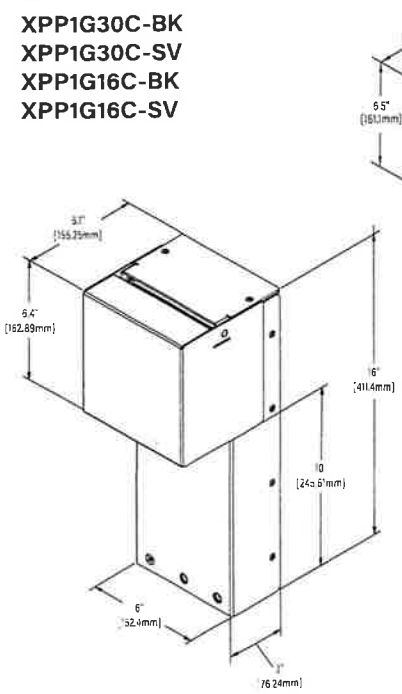


XPP1G16 (16"H)

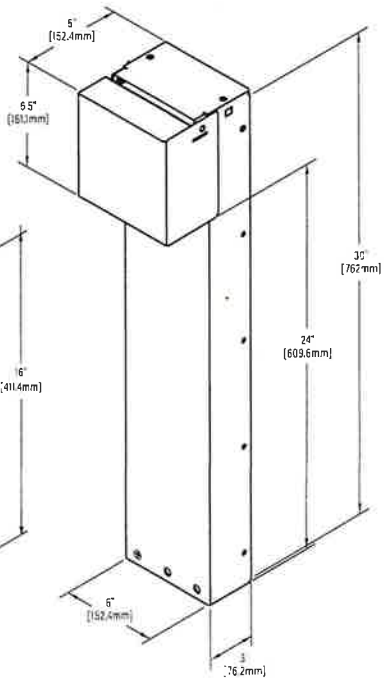


XPP1G130 (30"H)

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.



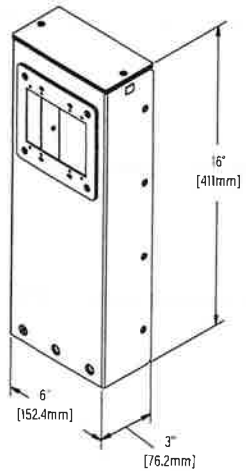
XPP1G16C (16"H)



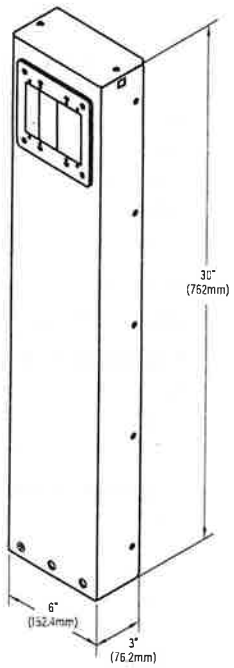
XPP1G30C (30"H)

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

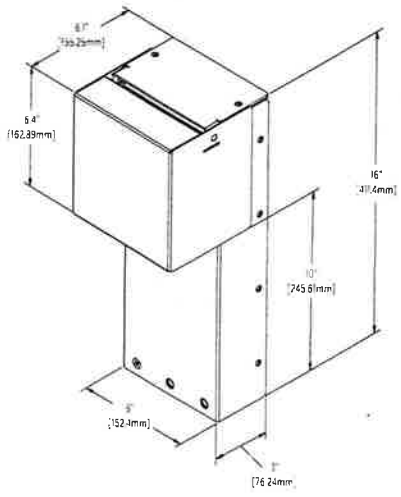


XPP2G16 (16"H)

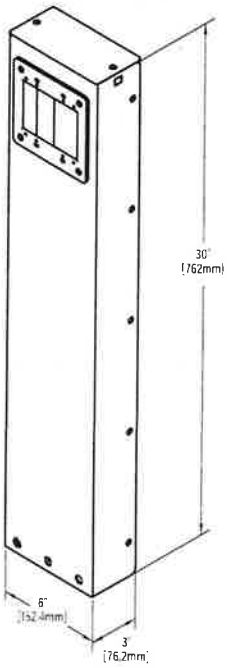


XXPP2G30 (30"H)

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



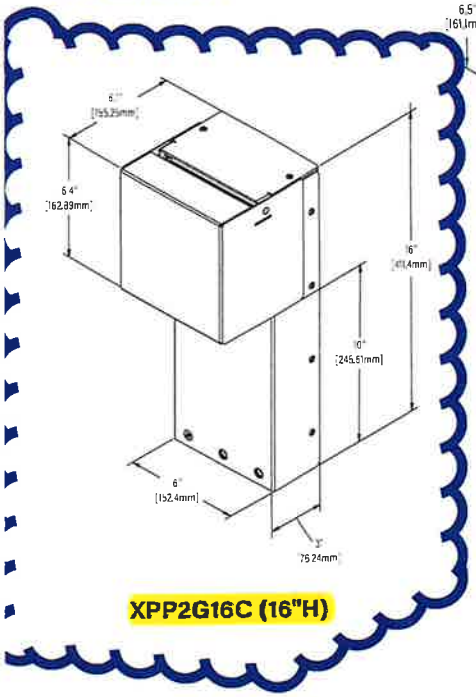
XPP2G16D (16"H)



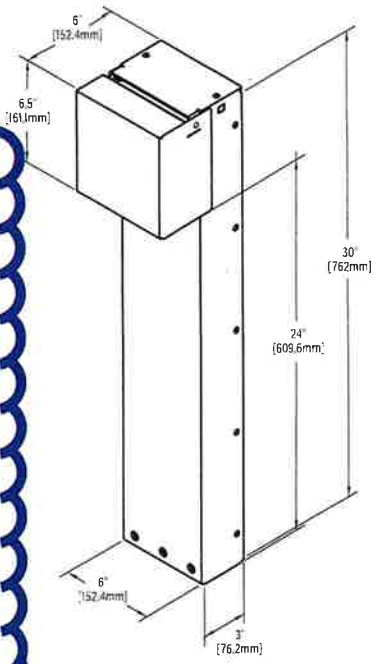
XPP2G30D (30"H)

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**

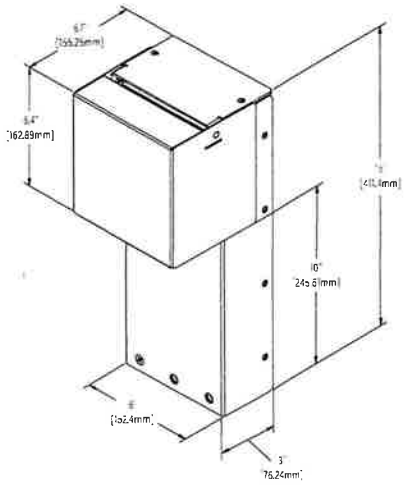


XPP2G16C (16"H)

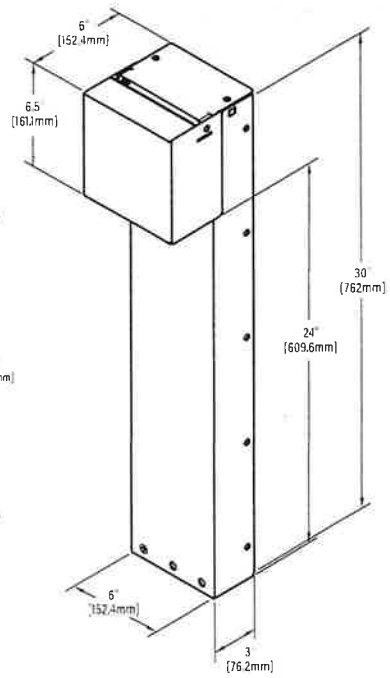


XPP2G30C (30"H)

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**



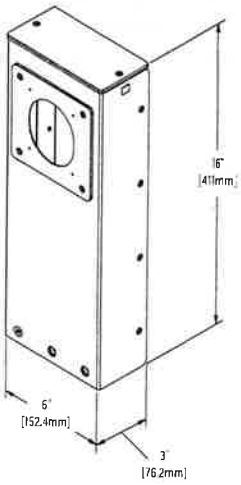
XPP2G16CD (16"H)



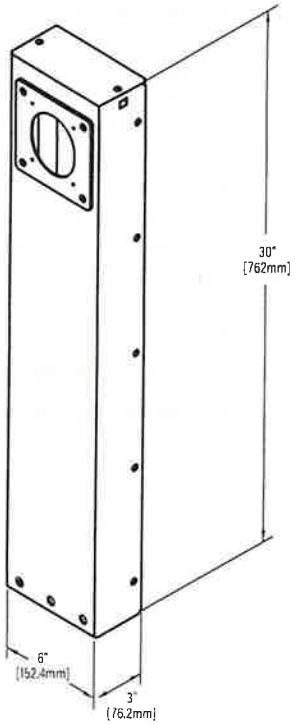
XPP2G30CD (30"H)

Outdoor Power Pedestal Ordering Information

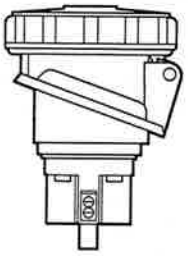
Catalog No./Item	Description / Specifications
XPPPS30-BK **XPPPS30-SV** **XPPPS16-BK** **XPPPS16-SV**	**Outdoor Power Pedestal, Pin & Sleeve Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. The pin and sleeve 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**



XPPPS16 (16"H)



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	

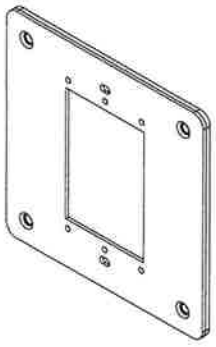
Outdoor Power Pedestal Customization Information

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

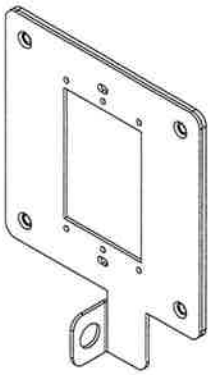


Replacement 1-Gang Device Plate – Replacement plate for 1-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP1GPL-BK
XPP1GPL-SV

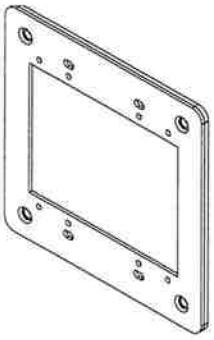


Replacement 1-Gang, Locking Device Plate – Replacement Plate for 1-gang Outdoor Power Pedestal with Hinged Cover.

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GP-BK
XPP2GP-SV

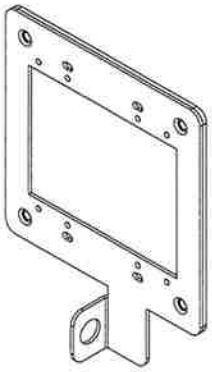


Replacement 2-Gang Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GPL-BK
XPP2GPL-SV

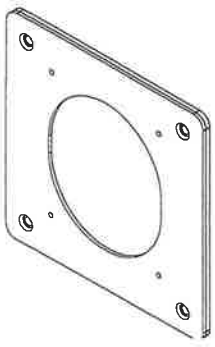


Replacement 2-Gang Locking Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal with Hinged Cover

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPPPSP-BK
XPPPSP-SV

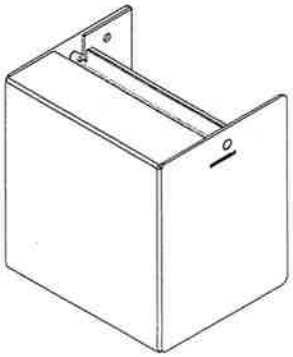


Replacement Pin & Sleeve Device Plate – Replacement plate for Pin & Sleeve Power Pedestal

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.

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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.

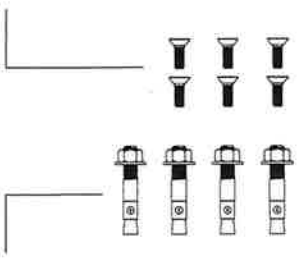
IMPORTANTE:
Lea todas las instrucciones antes de comenzar la instalación.

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.

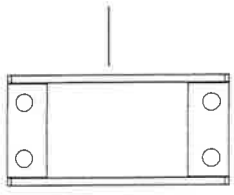
PACKAGE CONTENTS
CONTENU
CONTENIDO DE LA CAJA

(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)





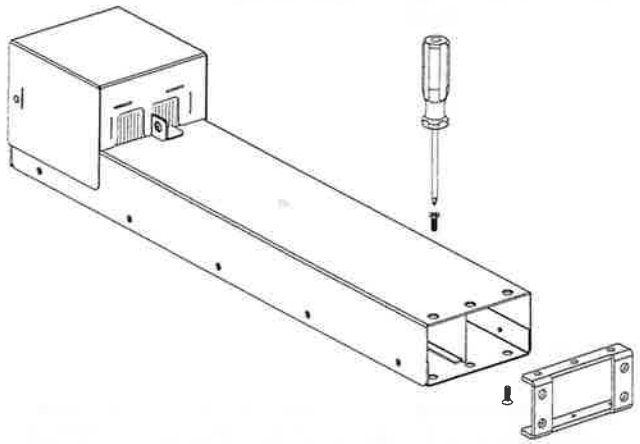
Pedestal
Socle
Pedestal

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.

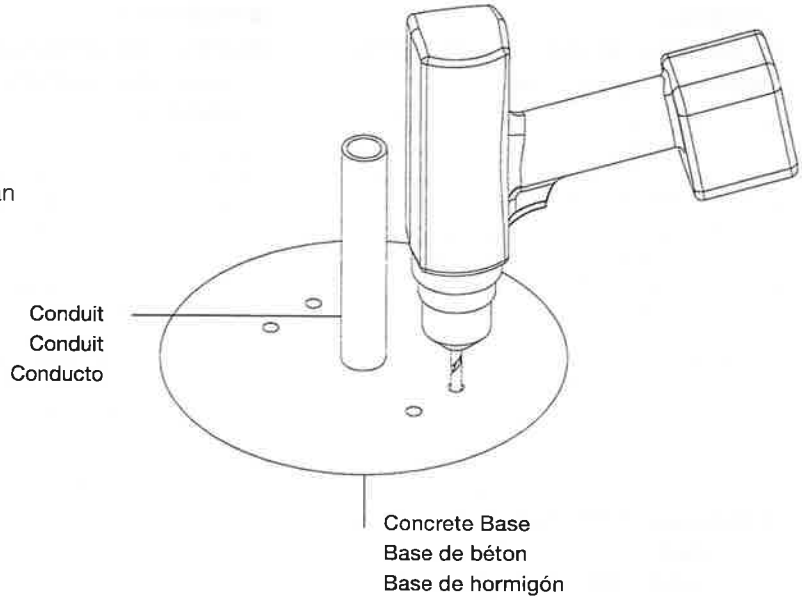


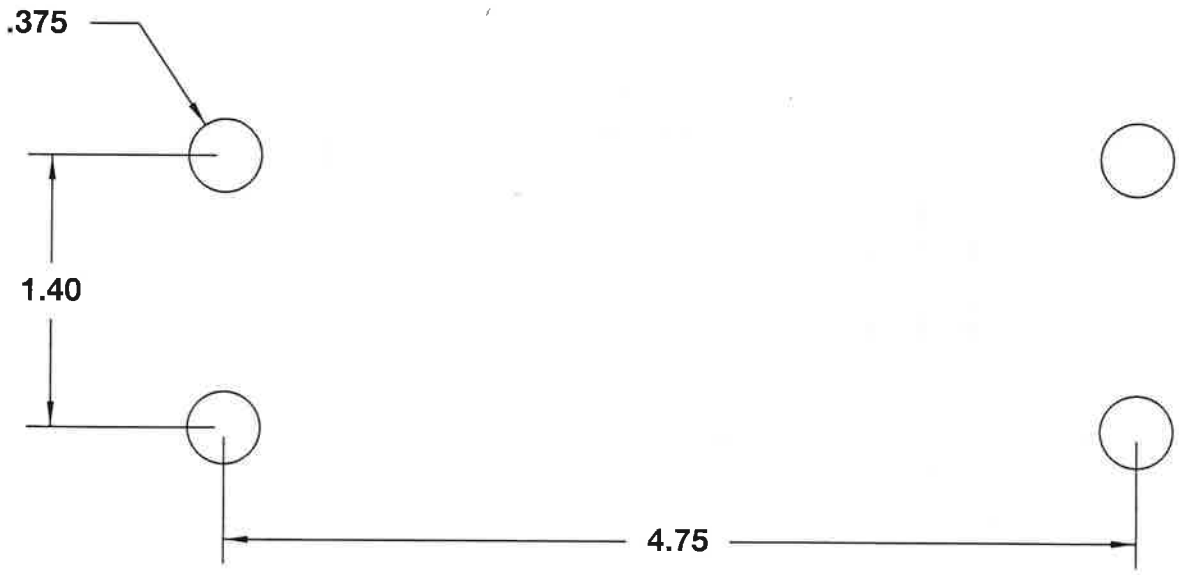
2

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



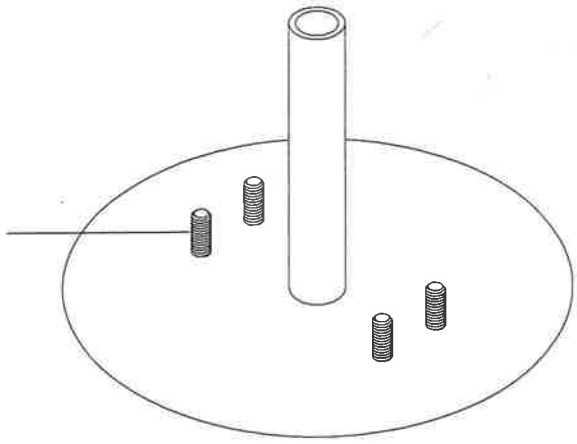


3

Install (4) concrete studs

Fixer les 4 goujons pour béton

Instale los (4) taquetes para hormigón

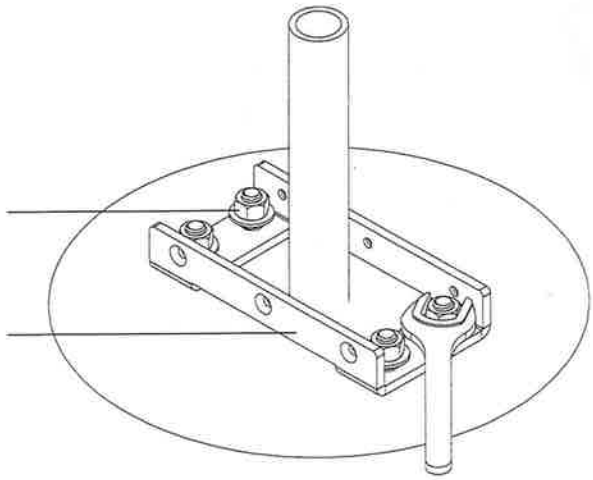


4

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.

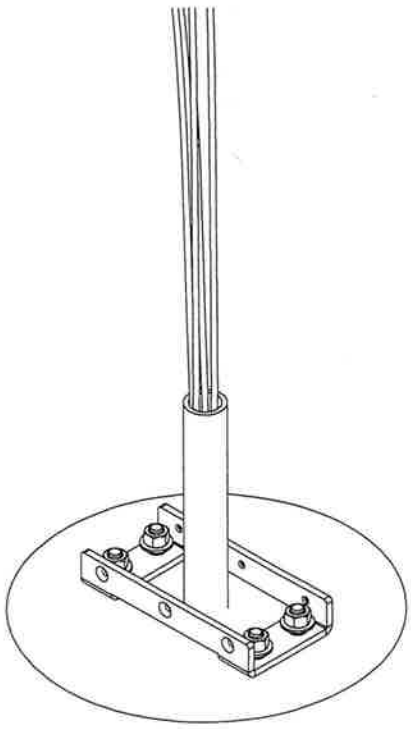


5

Pull wires to desired length

Tirer les câbles à la longueur voulue

Jale los cables hasta alcanzar la longitud deseada

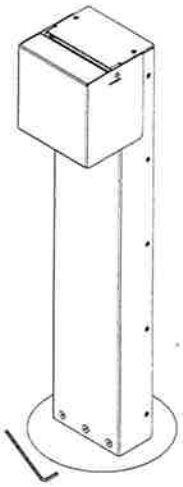


6

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

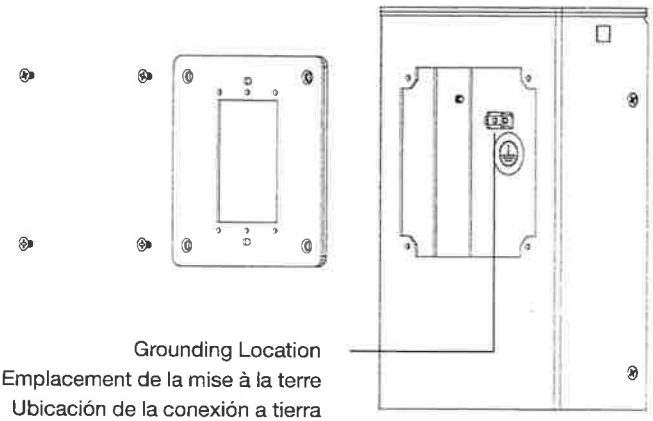


7

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)



Grounding Location
Emplacement de la mise à la terre
Ubicación de la conexión a tierra

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

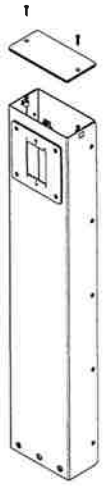
COVER KIT INSTALLATION (XPPC)
INSTALLATION DU COUVERCLE (XPPC)
INSTALACIÓN DEL KIT DE LA CUBIERTA (XPPC)

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

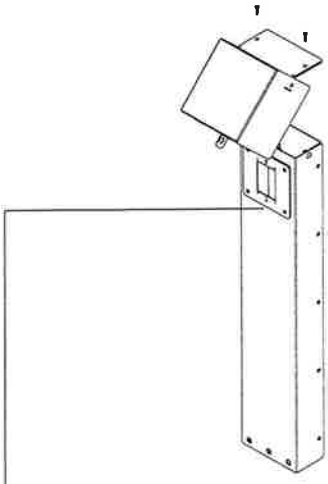


2

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 n°8-32 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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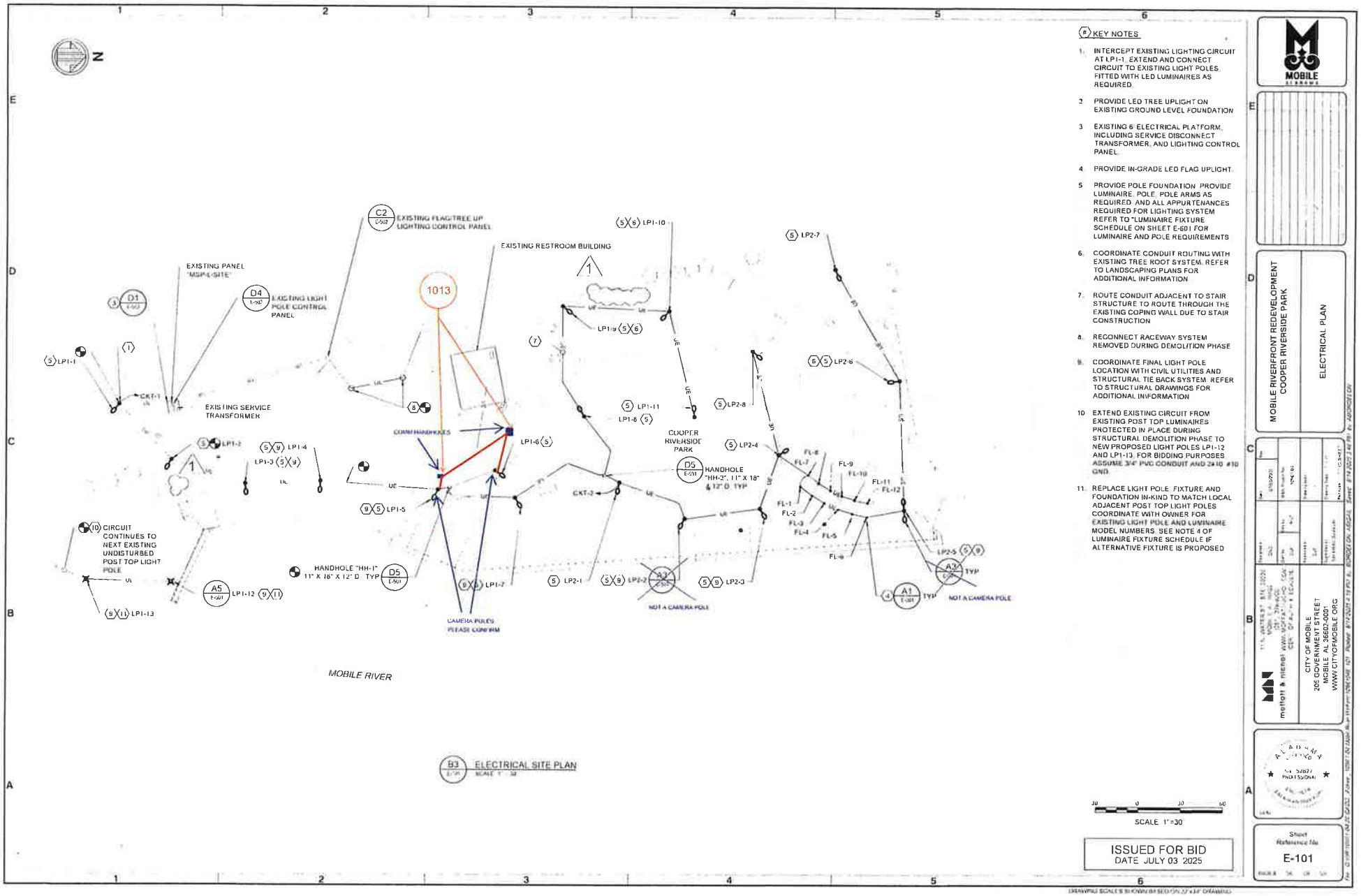
1013

ADD CONDUIT FOR CABLING TO BE INSTALLED TO

CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY

OTHERS



B3 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 INFORMATION
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

SCALE 1" = 30'

ISSUED FOR BID
DATE JULY 03 2025

MOBILE

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL PLAN

mott & michel
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE AL 36602-000
WWW.CITYOFMOBILE.ORG

ALABAMA
No. 34827
PROFESSIONAL

Sheet Reference No.
E-101

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1014

FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS

CIRCUIT #2 TO BE USED EXCLUDES COSTS TO REPAIR

AREA AFTER EXCAVATION

Annapolis

Product Data Sheet

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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.

	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			

Designed by Brian Kane, IDSA

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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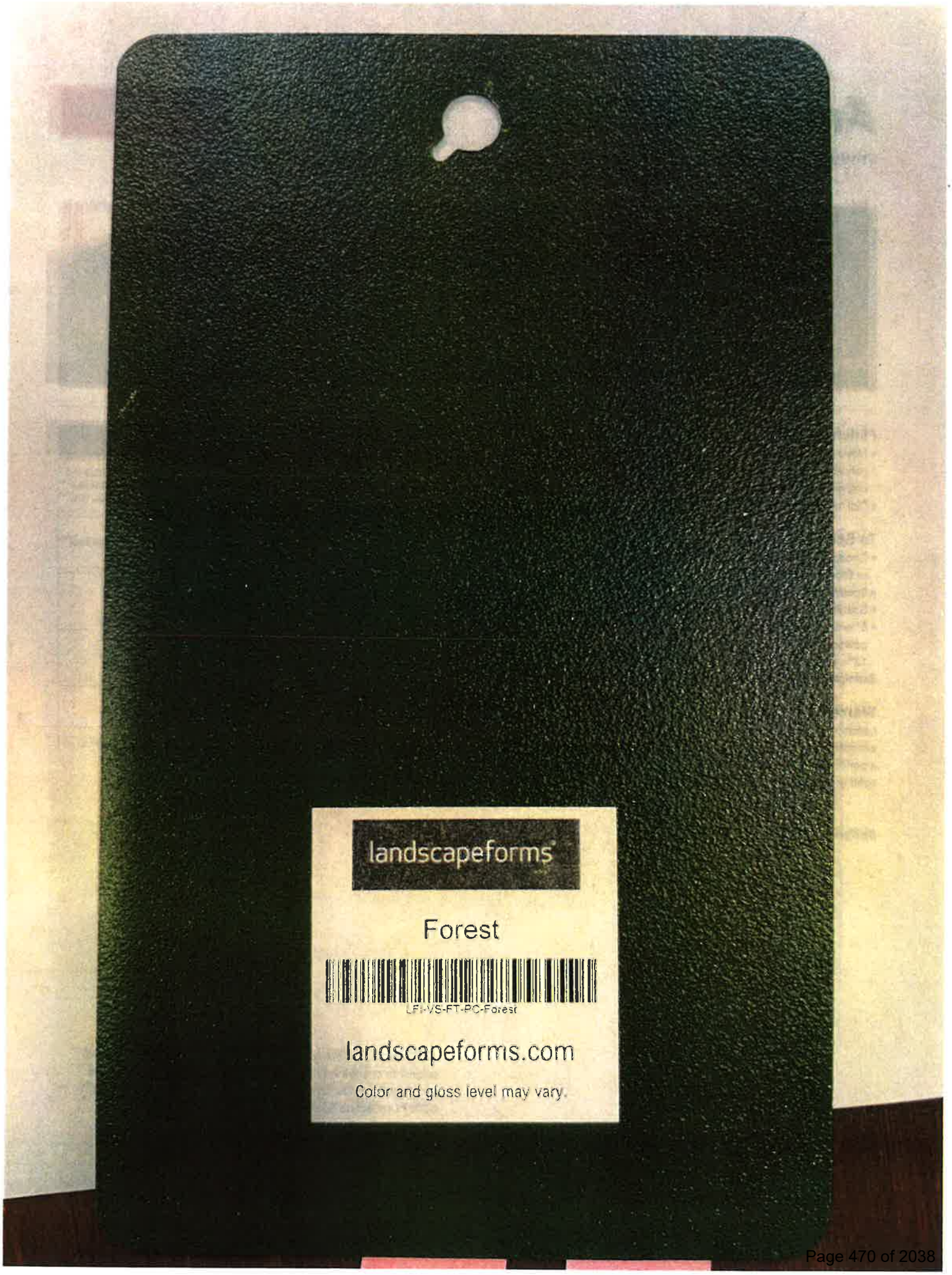
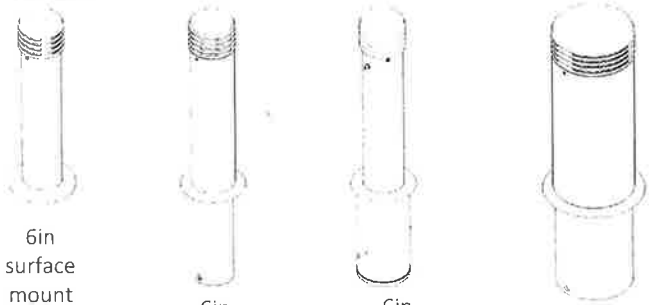
landscapeforms.com | specify@landscapeforms.com


landscapeforms
Forest
LFI-VS-FT-PC-Forest
landscapeforms.com
Color and gloss level may vary.



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.

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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.

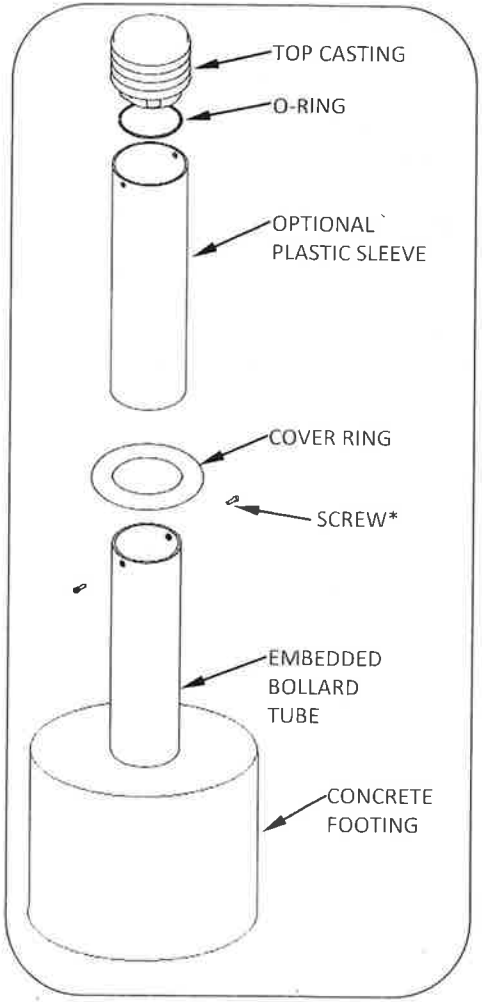

FIG. 1 - EMBEDDED BOLLARD ASSEMBLY

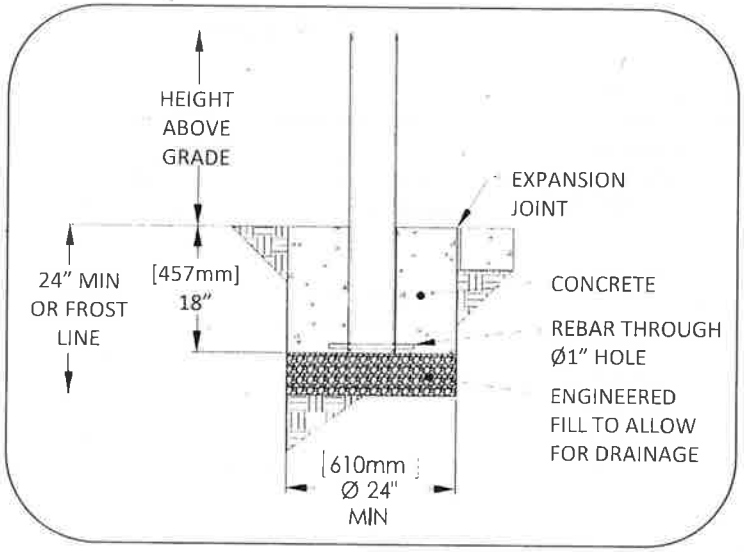

FIG. 2 - FOOTING DETAIL FOR EMBEDDED BOLLARD WITH NO LIGHT OR SOLAR LIGHT

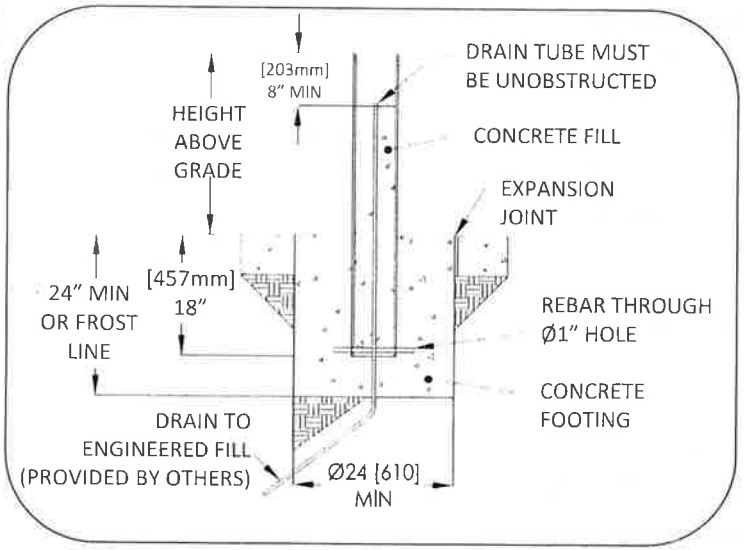

FIG. 3 - ALT FOOTING FOR EMBEDDED BOLLARD WITH INTERNAL CONCRETE FOR MINIMUM SECURITY

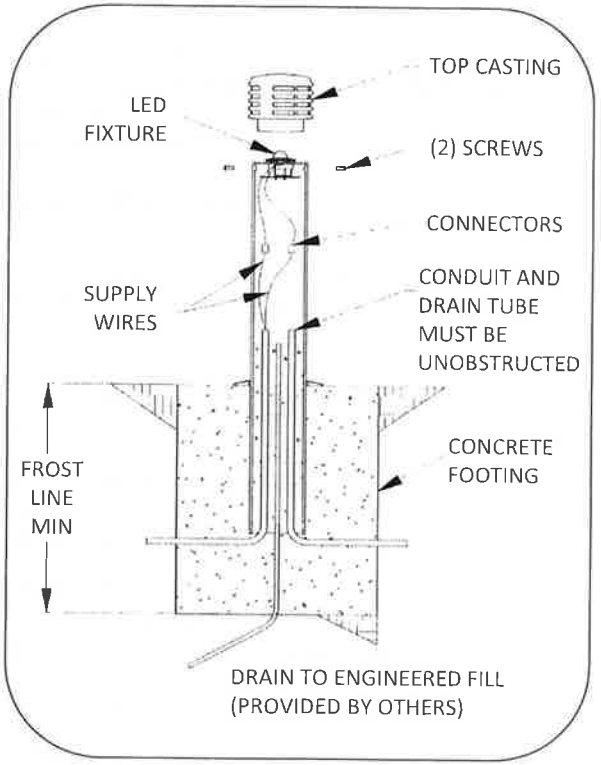

FIG. 4 – ALTERNATE FOOTING DETAIL FOR EMBEDDED BOLLARD WITH LOW VOLTAGE LIGHT

HEIGHT ABOVE GRADE: 27-1/2" FOR 6" BOLLARD, 27" FOR 12" BOLLARD

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

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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.

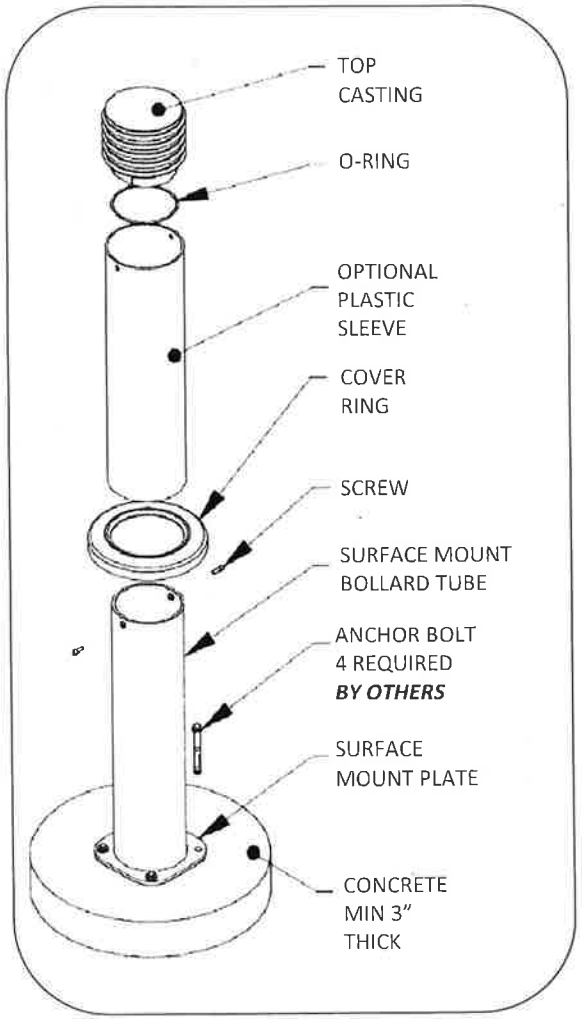

FIG. 5 - SURFACE MOUNT BOLLARD ASSEMBLY

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

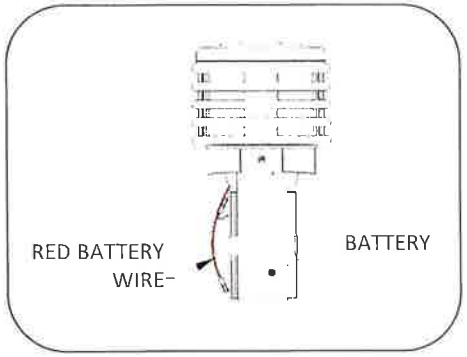

FIG.7 - BATTERY CONNECTION

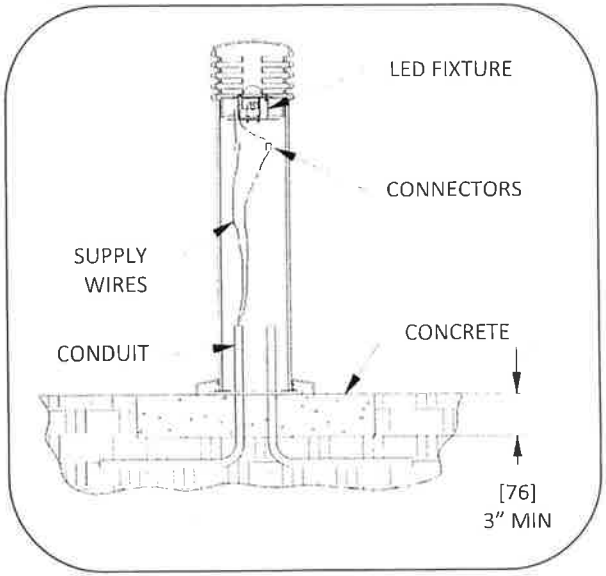

FIG. 6 - SURFACE MOUNT BOLLARD WITH LED LOW VOLTAGE LIGHT DETAIL

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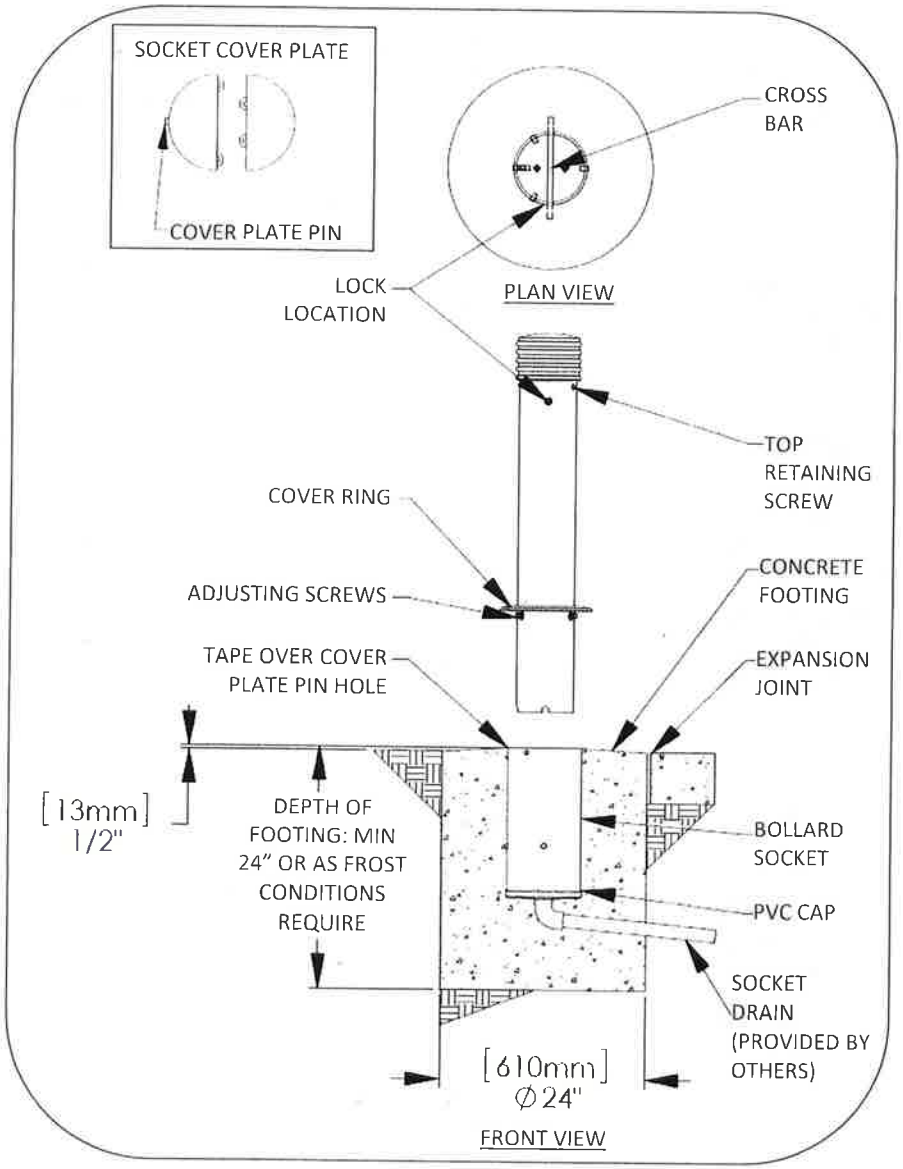


FIG. 8 - REMOVABLE BOLLARD ASSEMBLY

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

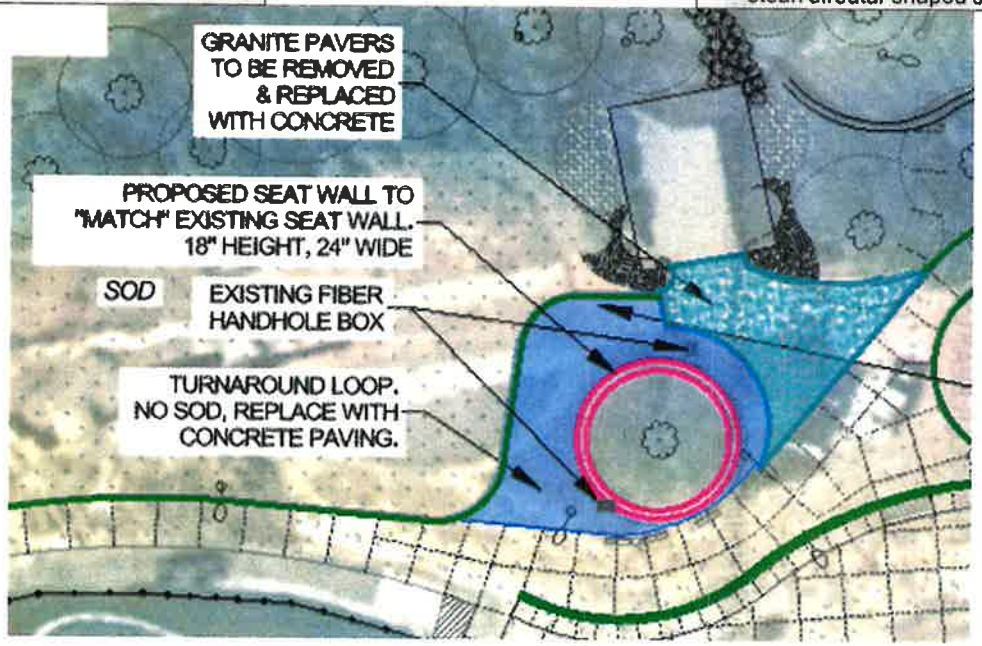
CIRCULAR SEAT WALL AT OAK TREE

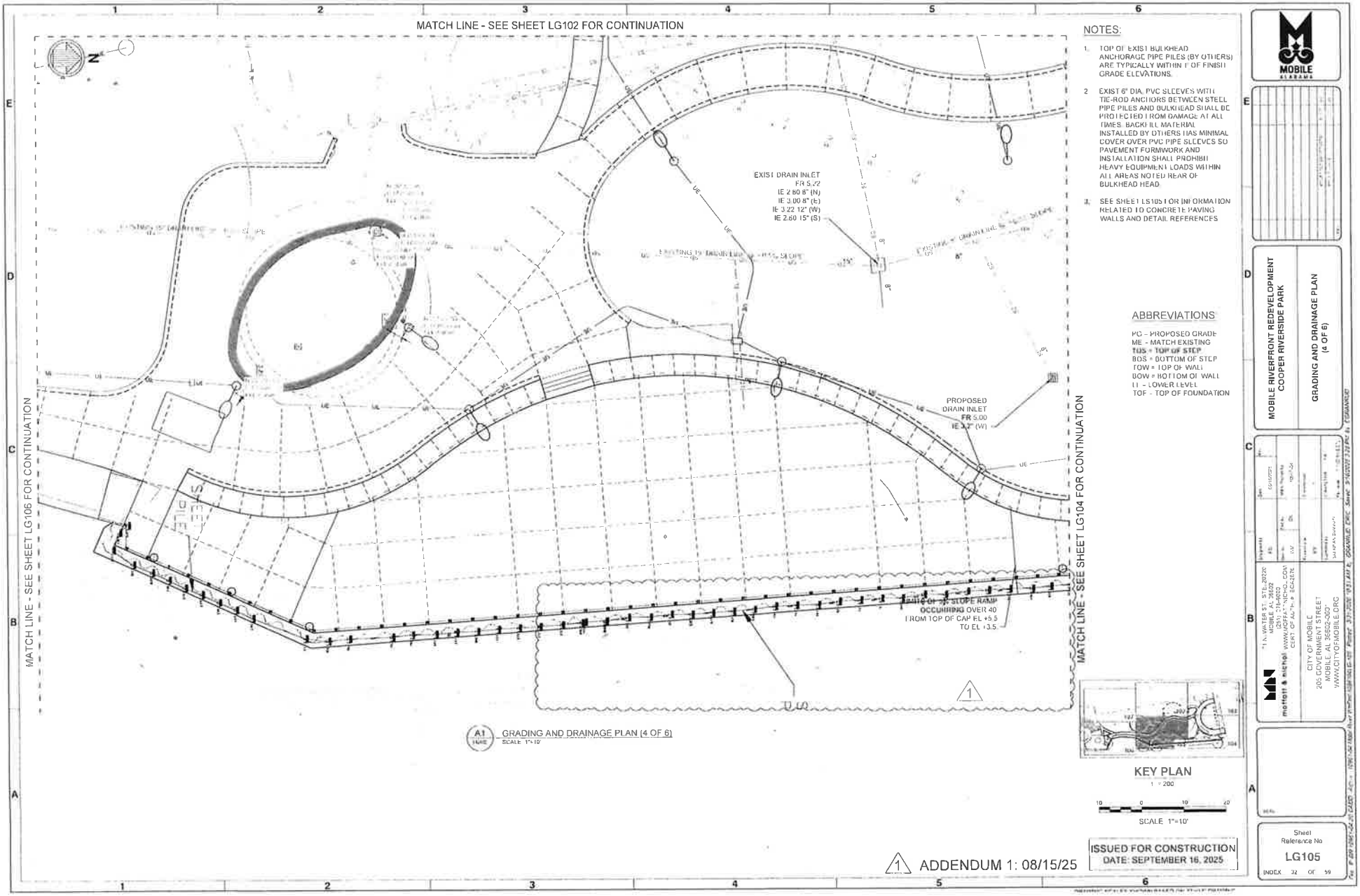
&

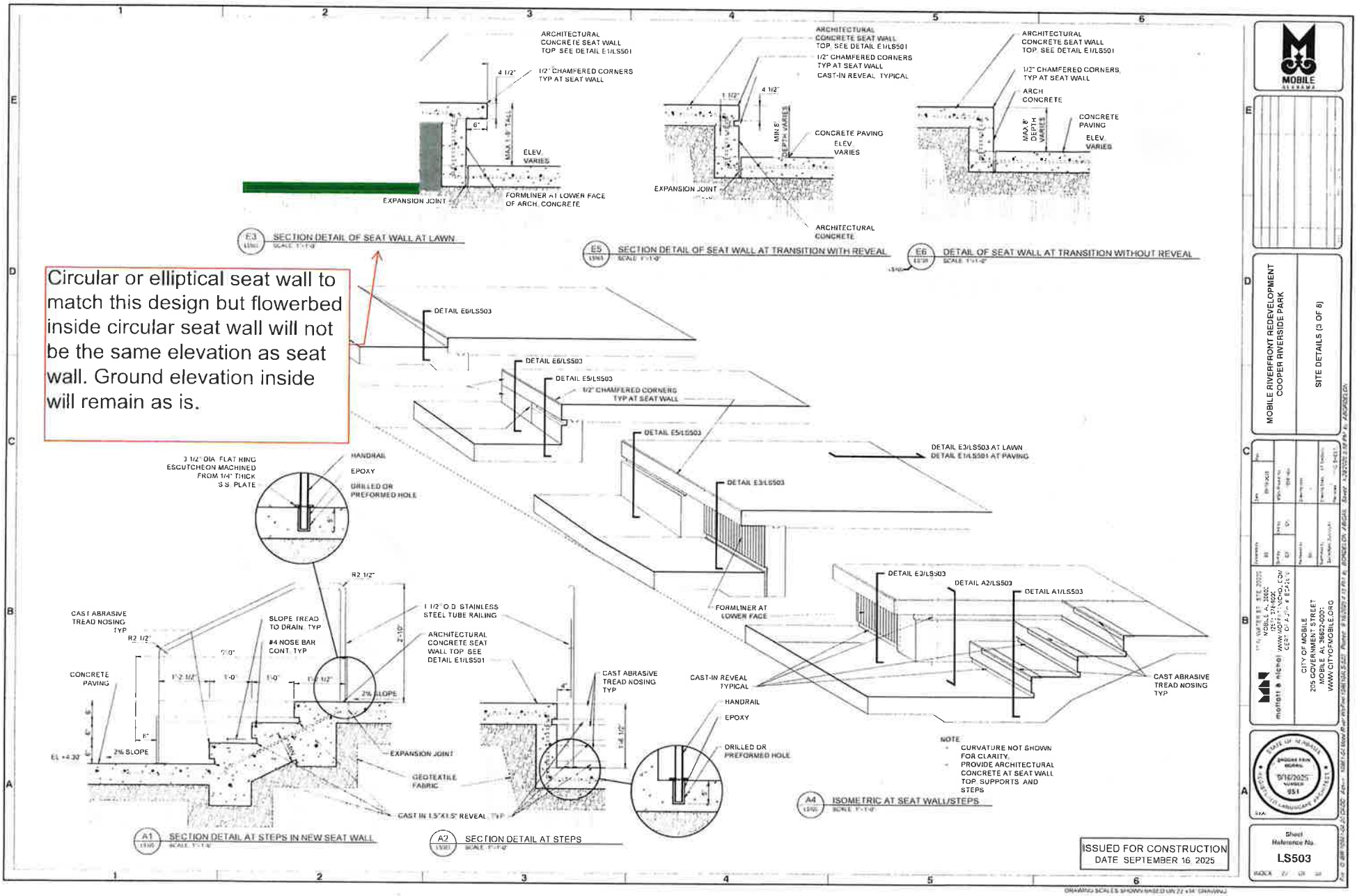
1016

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.



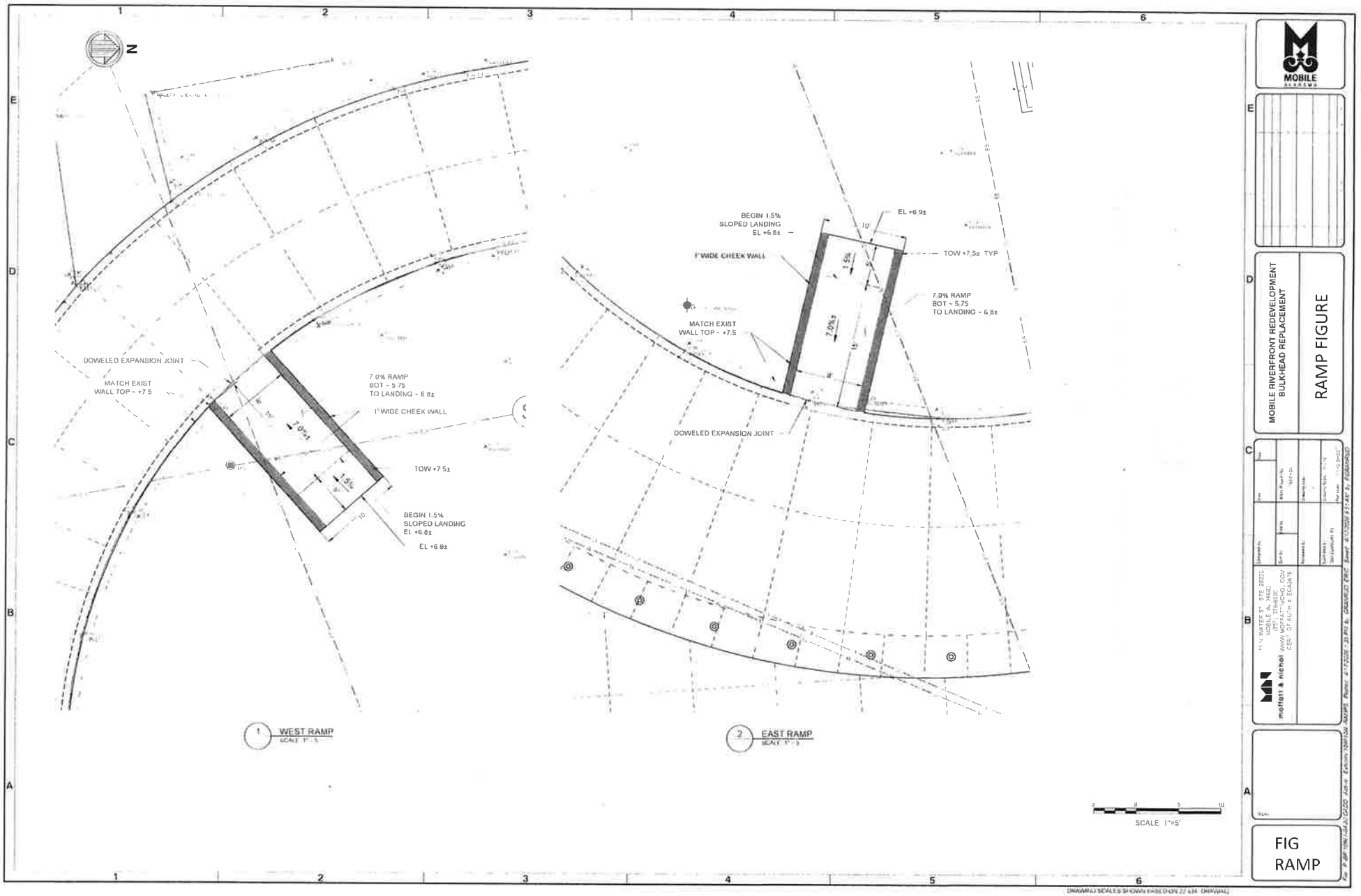

MATCH LINE - SEE SHEET LG102 FOR CONTINUATION
MATCH LINE - SEE SHEET LG106 FOR CONTINUATION
MATCH LINE - SEE SHEET LG104 FOR CONTINUATION
EXIST DRAIN INLET
FR 5.72
IE 2.80 8" (N)
IE 3.00 8" (E)
IE 3.22 12" (W)
IE 2.60 15" (S)
PROPOSED
DRAIN INLET
FR 5.00
IE 3.7" (W)
BASE OF 2% SLOPE RAMP
OCCURRING OVER 40
FROM TOP OF CAP EL +5.5
TO EL +3.5
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
A1 GRADING AND DRAINAGE PLAN (4 OF 6)
SCALE 1"=10'
KEY PLAN
1" = 200'
SCALE 1"=10'
1 ADDENDUM 1: 08/15/25
ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GRADING AND DRAINAGE PLAN
(4 OF 6)
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-303
WWW.CITYOFMOBILE.ORG
Sheet
Reference No
LG105
INDEX 32 OF 59


ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
4 1/2"
6"
MAX 1'-8" TALL
ELEV. VARIES
FORMLINER AT LOWER FACE OF ARCH. CONCRETE
EXPANSION JOINT
E3 SECTION DETAIL OF SEAT WALL AT LAWN
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
CAST-IN REVEAL TYPICAL
1 1/2"
4 1/2"
MIN 8" DEPTH VARIES
CONCRETE PAVING
ELEV. VARIES
EXPANSION JOINT
ARCHITECTURAL CONCRETE
E5 SECTION DETAIL OF SEAT WALL AT TRANSITION WITH REVEAL
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
ARCH CONCRETE
MAX 8" DEPTH VARIES
CONCRETE PAVING
ELEV. VARIES
E6 DETAIL OF SEAT WALL AT TRANSITION WITHOUT REVEAL
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.
DETAIL E6/LS503
DETAIL E6/LS503
DETAIL E5/LS503
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
DETAIL E5/LS503
DETAIL E3/LS503
DETAIL E3/LS503 AT LAWN
DETAIL E1/LS501 AT PAVING
FORMLINER AT LOWER FACE
DETAIL E3/LS503
DETAIL A2/LS503
DETAIL A1/LS503
CAST-IN REVEAL TYPICAL
CAST ABRASIVE TREAD NOSING TYP
3 1/2" DIA. FLAT RING ESCUTCHEON MACHINED FROM 1/4" THICK S.S. PLATE
HANDRAIL
EPOXY
DRILLED OR PREFORMED HOLE
R2 1/2"
CAST ABRASIVE TREAD NOSING TYP
R2 1/2"
SLOPE TREAD TO DRAIN, TYP
#4 NOSE BAR CONT. TYP
1 1/2" O.D. STAINLESS STEEL TUBE RAILING
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
CONCRETE PAVING
2% SLOPE
EL +4.33
EXPANSION JOINT
GEOTEXTILE FABRIC
CAST IN 1.5"X1.5" REVEAL TYP.
A1 SECTION DETAIL AT STEPS IN NEW SEAT WALL
CAST ABRASIVE TREAD NOSING TYP
HANDRAIL
EPOXY
DRILLED OR PREFORMED HOLE
A2 SECTION DETAIL AT STEPS
NOTE
- CURVATURE NOT SHOWN FOR CLARITY. PROVIDE ARCHITECTURAL CONCRETE AT SEAT WALL TOP, SUPPORTS AND STEPS
A4 ISOMETRIC AT SEAT WALL/STEPS
ISSUED FOR CONSTRUCTION
DATE SEPTEMBER 16, 2025
MOBILE
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
SITE DETAILS (3 OF 6)
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602
WWW.CITYOFMOBILE.ORG
moffatt & nichol
9/16/2025
Sheet Reference No.
LS503

1017

WEST & EAST RAMP AND CHEEK WALLS INCLUDING

DEMO


N
DOWELED EXPANSION JOINT
MATCH EXIST
WALL TOP ~ +7.5
7.0% RAMP
BOT ~ 5.75
TO LANDING ~ 6.8±
1' WIDE CHEEK WALL
TOW +7.5±
BEGIN 1.5%
SLOPED LANDING
EL +6.8±
EL +6.9±
1' WIDE CHEEK WALL
BEGIN 1.5%
SLOPED LANDING
EL +6.8±
EL +6.9±
TOW +7.5± TYP
7.0% RAMP
BOT ~ 5.75
TO LANDING ~ 6.8±
MATCH EXIST
WALL TOP ~ +7.5
DOWELED EXPANSION JOINT
1 WEST RAMP
2 EAST RAMP
SCALE 1"=5'
MOBILE
MOBILE RIVERFRONT REDEVELOPMENT
BULKHEAD REPLACEMENT
RAMP FIGURE
moffatt & nichol
FIG
RAMP

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

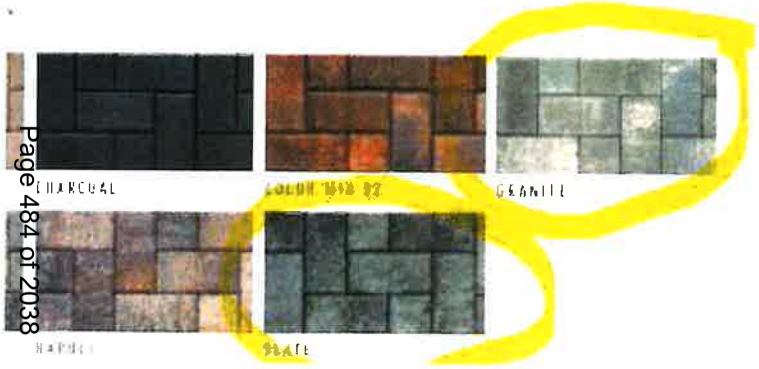
BELGARD TUMBLED CONCRETE PAVERS

late 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

STONE

HERITAGE COLLECTION





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

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.
Address: 8700 West Bryn Mawr Ave
Chicago, IL 60631
Contact:

Source Location: Theodore Plant
3051 Hamilton Blvd
Theodore, AL 36582
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			Physical		
Item	Limit [1]	Result	Item	Limit [1]	Result
Sulfate as SO_3 (%)[2] (C114)	3.0 max	3.4	+45 um (No. 325) Sieve (%) (C430)	-	1.3
Loss on Ignition (%) (C114)	10.0 max	4.1	Blaine Fineness (m^2/kg) (C204)	-	507
			Density (g/cm^3) (Specific Gravity) (C188)	-	3.10
$CaCO_3$ in Limestone (%) (C114)	40 min	90	Initial Vicat (minutes) (C191)	45-420	97
Total $CaCO_3$ + $MgCO_3$ in LS (%)[4] (C114)	70 min	91	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			Physical		
Item	Limit [1]	Result	Item	Limit [1]	Result
Limestone (%) (C595)	12.5 max	9.1			

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
Sample Type: Monthly
Sample ID: Unit 5 Silo

Report Date: 6/25/2025
MTRF ID: 250792

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 Cumulative (grams)	Weight Retained Individual (grams)	Percent Retained Cumulative (%)	Percent Retained Between Sieves (%)	Total Percent Passing (%)	Required Percent MIN (%)	Required Percent MAX (%)	Gradation Status
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 (grams) Cumulative	Weight Retained (grams) Individual	Percent Retained (%) Cumulative	Percent Retained (%) Between Sieves	Total Percent Passing (%)	Required Percent (%) MIN	Required Percent (%) MAX	Gradation Status
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	37.2	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	256.1	20.1	55.0	4.4	45.0			
No. 50	0.3 mm	399.5	143.4	85.9	30.9	14.1	5	30	Acceptable
No. 100	0.15 mm	457.4	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 (%):	

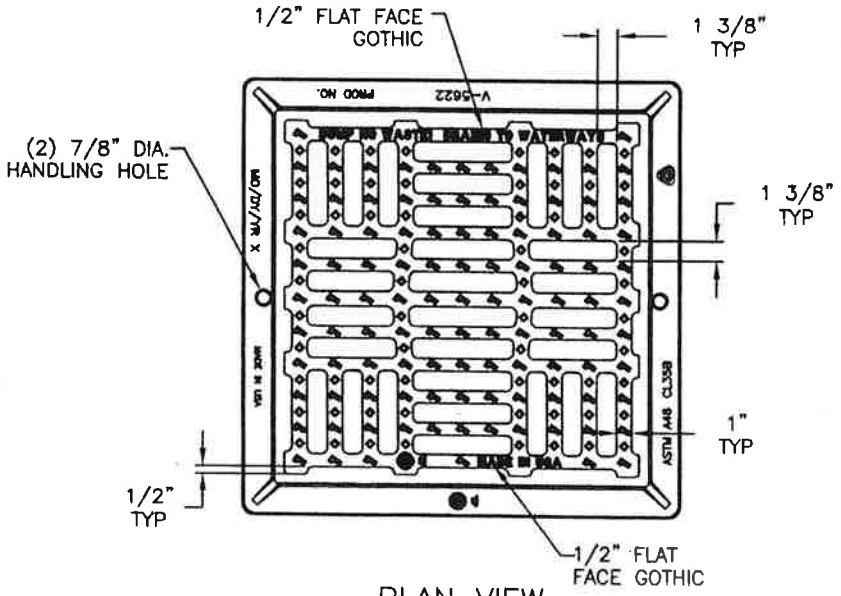
Comments: _____

SIGNATURE _____

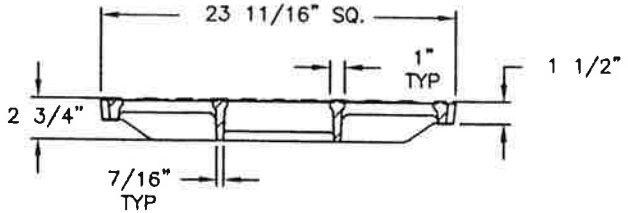
1021

INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE

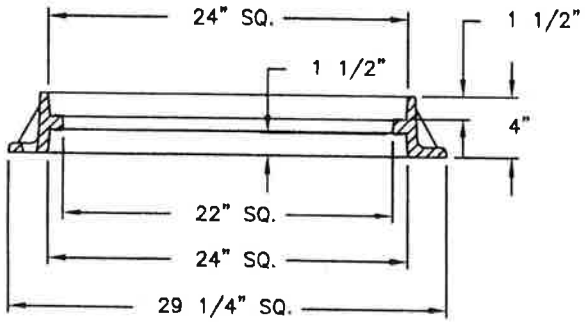
V5622 Assembly



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

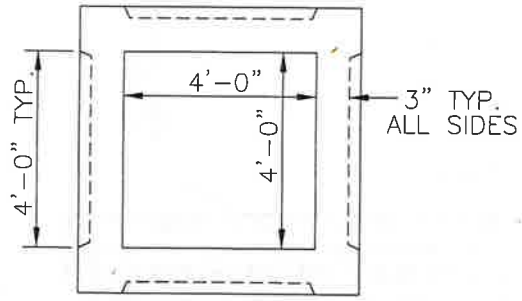
Drawing Revision
06/02/2017 Designer: MAH
03/19/2018 Revised By: DVD

Disclaimer
Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

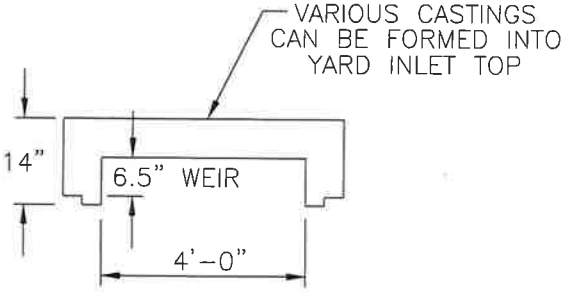
CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2012 EJ GROUP, Inc. All rights reserved.

Contact
800 626 4653
ejco.com

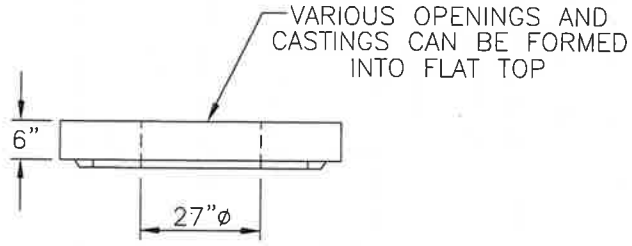
PRECAST DRAINAGE KNOCK-OUT PANEL STRUCTURES



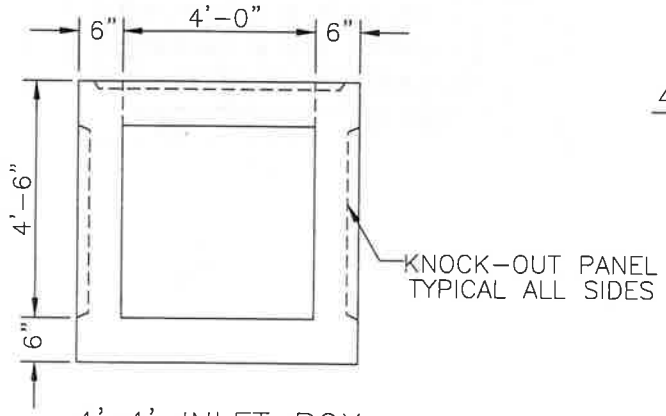
4'x4' INLET BOX
PLAN VIEW



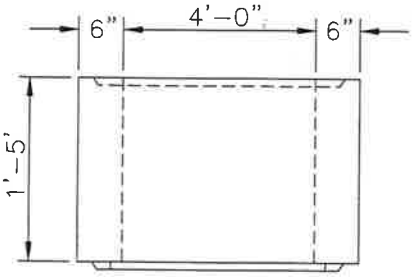
4'x4' YARD INLET TOP
WEIGHT=2,077 lbs.



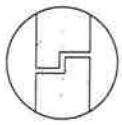
4'x4' INLET BOX FLAT TOP
WEIGHT=2,004 lbs.



4'x4' INLET BOX
PROFILE VIEW
WEIGHT=5,700 lbs.



4'x4' INLET BOX RISER
WEIGHT=1,400 lbs./ft.



TYPICAL INLET
BOX JOINT

NOTES:
- GRADE 60 REINFORCEMENT
- FOR HS20 LOADING
- 4,000 PSI CONCRETE

NO SCALE

ALL DIMENSIONS SUBJECT TO ALLOWABLE SPECIFICATIONS TOLERANCES

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.

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**

Scope	Item #	Description	SCHEDULE 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 e1	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**

Scope	Item #	Description	SCHEDULE 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/[illegible]/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*
RT	(1) Attendance at Pre-Bid Meeting
BA	(2) Correct project name and information on sealed envelope (see pg. 5)
[illegible]	(3) Proof of required State of Alabama Contractor's License (see pg. 5)
[illegible]	(4) Entire bound bid contract as received from consultant engineer (see pg. 3)
[illegible]	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
[illegible]	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 4, 22)
[illegible]	(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 62-67)
[illegible]	(8) E-Verify Affidavit (Form – pg. 68)
[illegible]	(9) Accounting of Sales Tax form (pg. 78)
[illegible]	(10) Federal-Aid Funded Projects (form – pg. 175)
[illegible]	(11) UEI Documentation and SAM.gov Verification (see pg. 4, 12; form – pg. 243)
[illegible]	(12) FFATA Disclosure Statement (form – pg. 244)
[illegible]	(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.	For FORTY-FIVE 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.	ONE HUNDRED TEN For 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					ONE HUNDRED SEVENTEEN For 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.	SEVEN HUNDRED SEVEN For THOUSAND Dollars And ZERO Cents	107000.00	107000.00
	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.	TWENTY-SEVEN For 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.	TWENTY-ONE For 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.	EIGHTEEN For 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.	THIRTY-SEVEN For 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.	SIXTEEN For THOUSAND Dollars And ZERO Cents	16000.00	16000.00
CONCRETE PAVEMENT SUBTOTAL					EIGHT HUNDRED TWENTY-SIX For 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	56000.00	56000.00
CONCRETE STEPS AND WALLS SUBTOTAL					Two Hundred Sixty-two For THOUSAND Dollars And ZERO Cents		262,000.00

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	284000.00
	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		392000.00
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 [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.cnasuretv.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: _____
(Signature)

Ben Russell
(Print)

Gwen Logan (Print)

ITS: Secretary

ITS: President
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Renee Ellis
(Print)

Kathryn Hilton (Print)

ITS: Attorney in Fact
(Title)

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_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Ben Russell
(Print)

Gwen Logan (Print)

ITS: President
(Title)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

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 } ss
County of Minnehaha }

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

Office
(334) 244-0004

Fax
(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 III 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. § 60-1.4(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:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(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:

_____

CITY CLERK

William S. Stimpson (Print)

10/21/25

DATE

Lisa C. Lambert (Print)

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben Russell, whose name is signed to the foregoing instrument in the capacity of President of PL Russell 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): 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

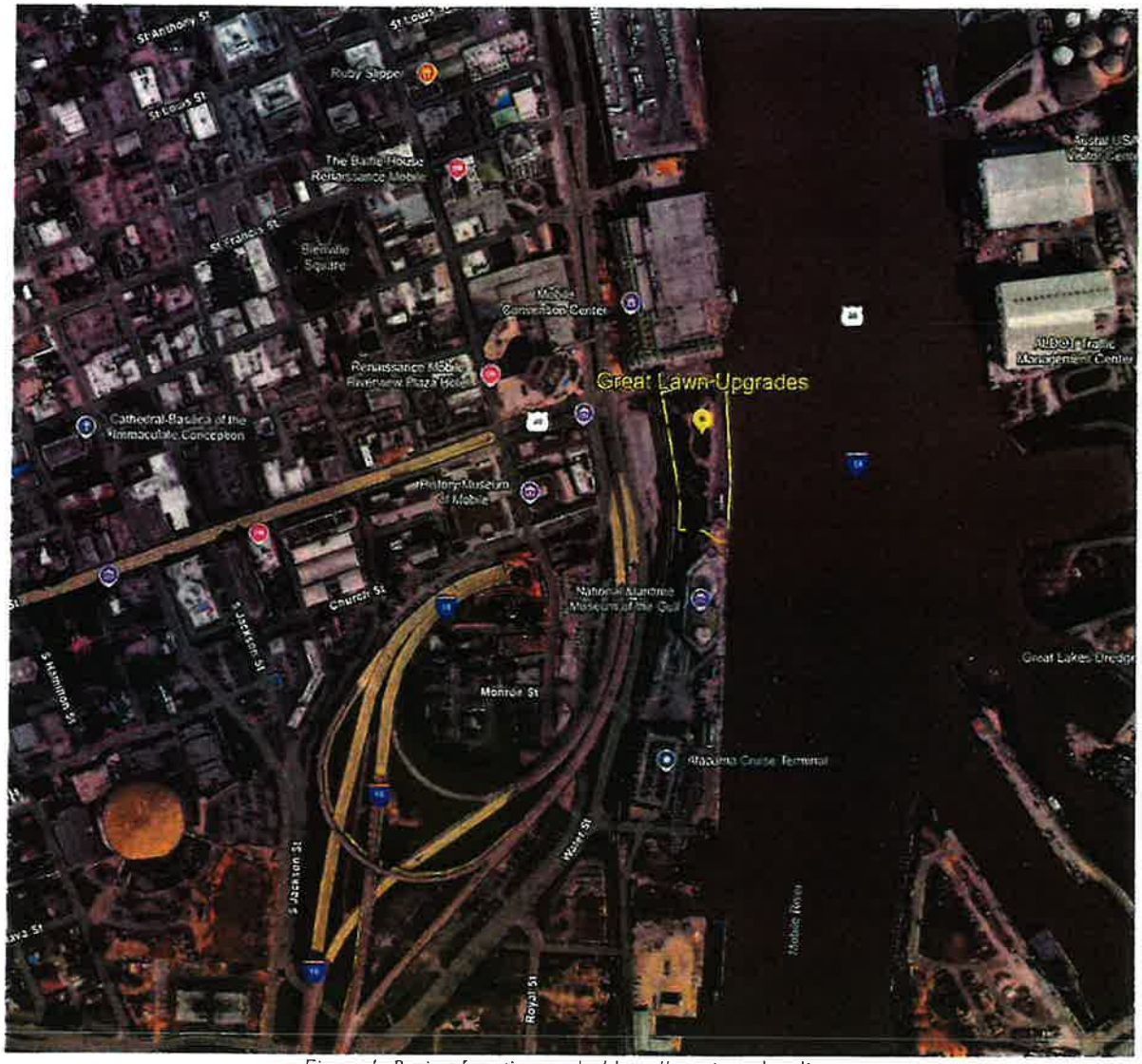

Figure 1: Project Location marked by yellow pin and outline.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

PLRUSSE-01 ABROWNLEE

ACORD

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	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
INSURED	INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
PL Russell LLC P.O. Box 1623 Mobile, AL 36606	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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP02292	7/15/2025	7/15/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS	X	X	BAP02293	7/15/2025	7/15/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	XLP02294	7/15/2025	7/15/2026	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A		X	MA690-2025-AL	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabil			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

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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	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

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

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/___
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Valerie Archeque-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: Archinquia.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 024-22
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

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
Holy 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	

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.

CITY OF MOBILE
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✓		**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 PL 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 or she claims to be.

Signature and Seal of Notary Public

AMELIA RUSSELL NOTARY PUBLIC ALABAMA STATE AT LARGE

E-Verify

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

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

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

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.

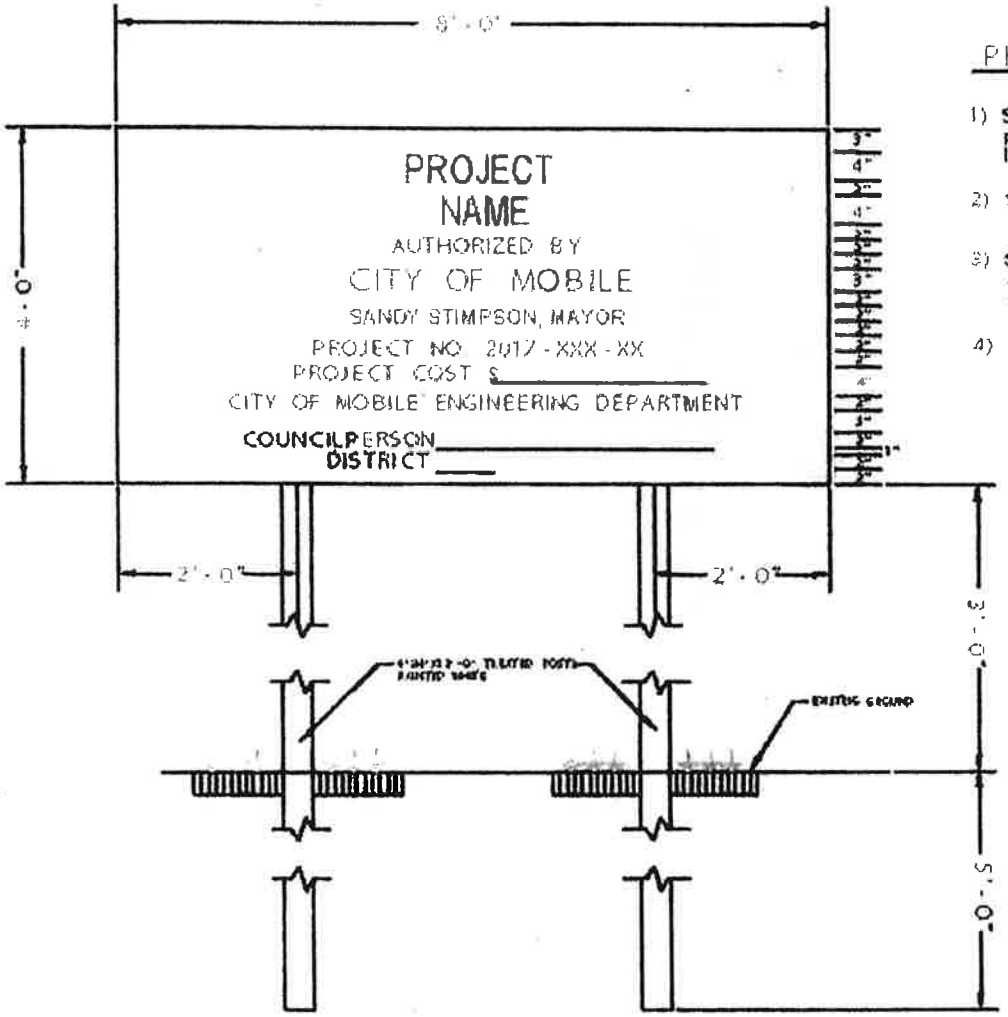
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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

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]

1

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

Exhibit No. 1

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" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

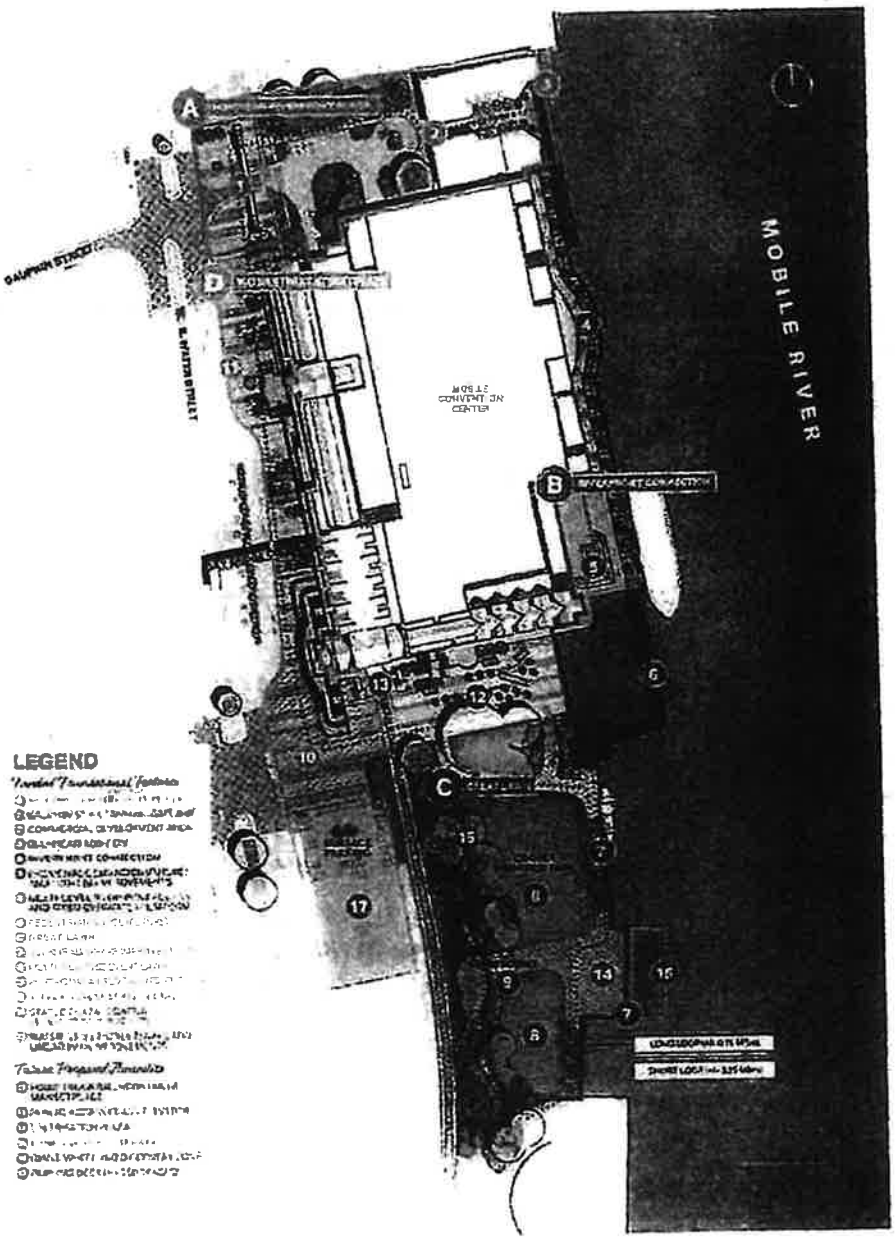


Exhibit No. 2

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. Stimpson
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William S. Stimpson, Mayor
City of Mobile

G-CMRPE/21/CM

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPE/21/CM

MOBILE COUNTY)

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. Stringfellow
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Division

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 558 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 2014 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.

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Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

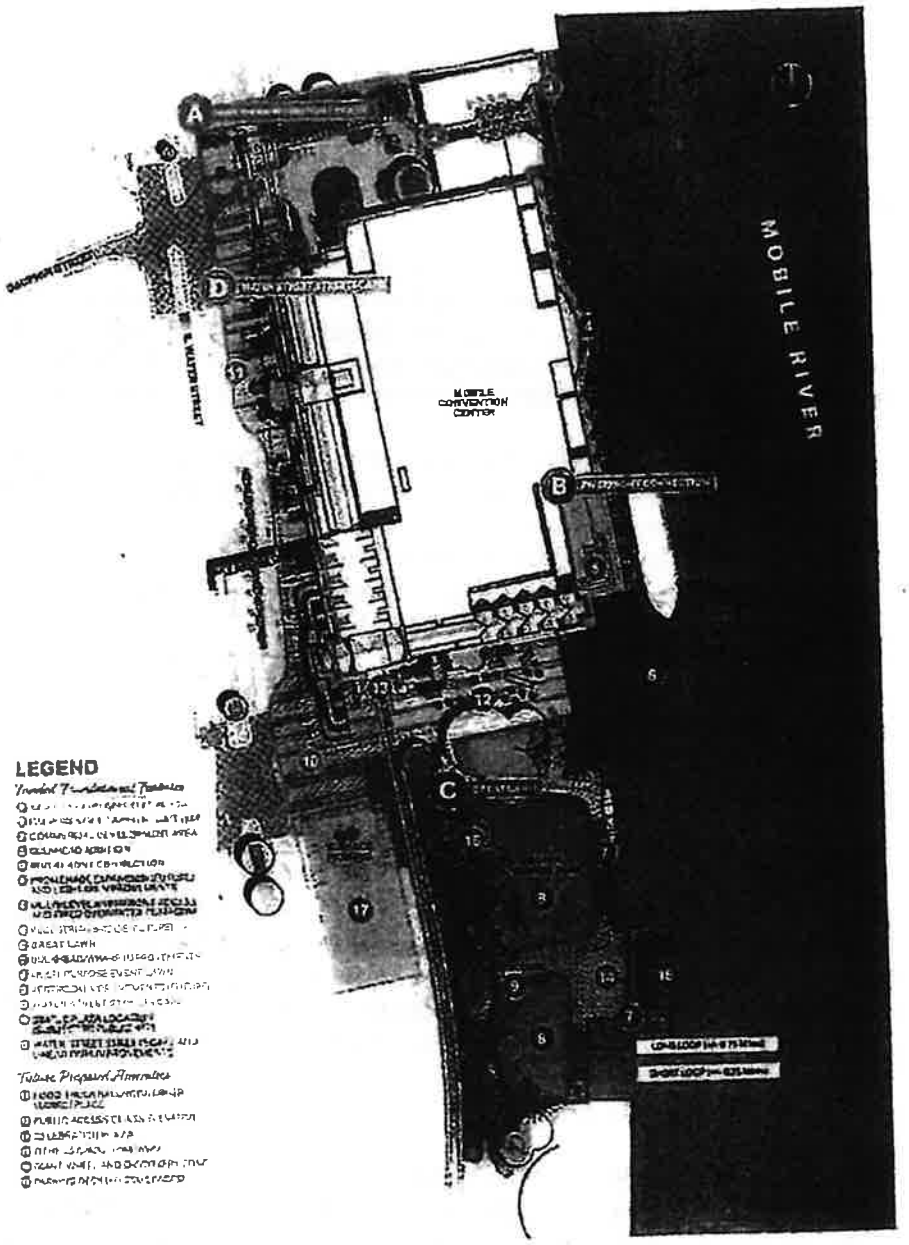


Exhibit No. 2

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:

<u>Mobile Riverfront Park Enhancements Phase I – City of Mobile</u>

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:

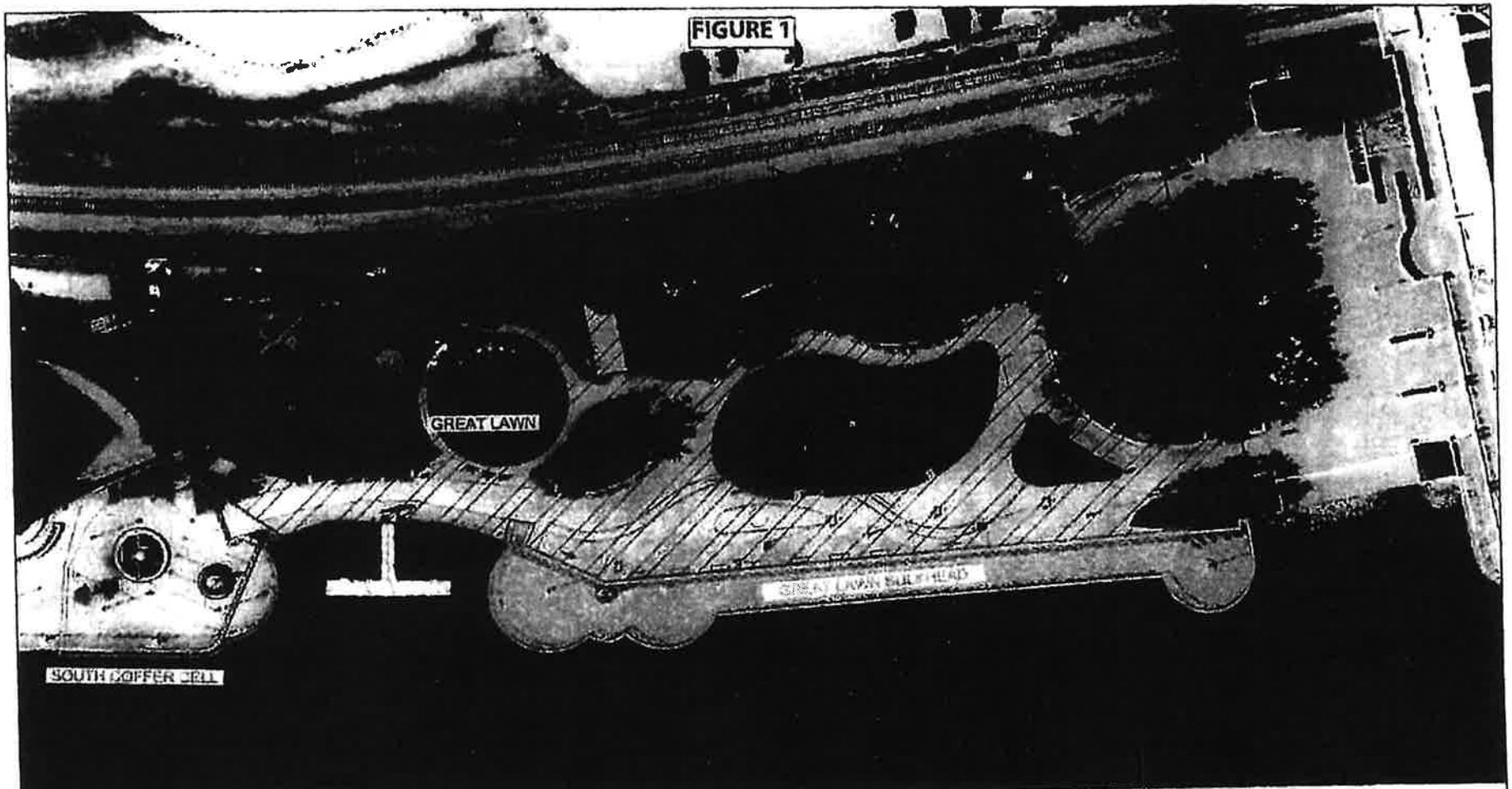
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, 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



PHASE COST ESTIMATES

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

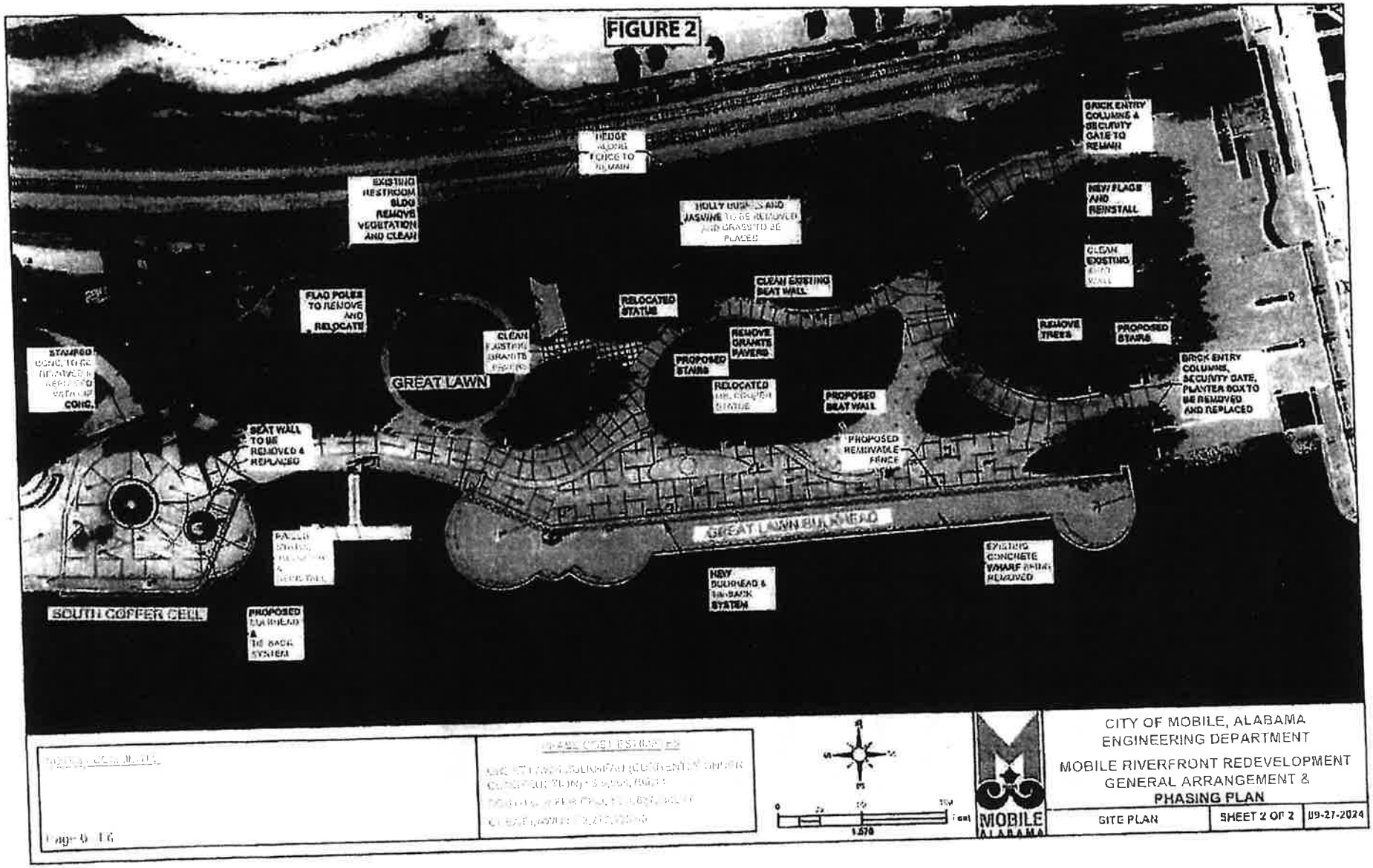


FIGURE 2
HEDGE ALONG FENCE TO REMAIN
EXISTING RESTROOM BLDG REMOVE VEGETATION AND CLEAN
HOLLY BUSHES AND JASMINE TO BE REMOVED AND GRASS TO BE PLACED
BRICK ENTRY COLUMNS & SECURITY GATE TO REMAIN
NEW FLAGS AND REINSTALL
CLEAN EXISTING BEAT WALL
FLAG POLES TO REMOVE AND RELOCATE
RELOCATED STATUE
CLEAN EXISTING BEAT WALL
REMOVE GRANITE PAVERS
PROPOSED STAIRS
RELOCATED MR. COOPER STATUE
REMOVE TREES
PROPOSED STAIRS
BRICK ENTRY COLUMNS, SECURITY GATE, PLANTER BOX TO BE REMOVED AND REPLACED
STAMPED CONC. TO BE REMOVED & REPLACED WITH AP CONC.
GREAT LAWN
PROPOSED BEAT WALL
SEAT WALL TO BE REMOVED & REPLACED
PROPOSED REMOVABLE FENCE
GREAT LAWN BULKHEAD
EXISTING CONCRETE WHARF BEING REMOVED
NEW BULKHEAD & TIE-BACK SYSTEM
SOUTH COPPER CELL
PROPOSED BULKHEAD & TIE BACK SYSTEM
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN
GITE PLAN
SHEET 2 OF 2
09-27-2024
MOBILE ALABAMA
1:570

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 2 9 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

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

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. Simpson
2024.11.20 08:46:05
-06'00'

Signature

Printed Name

Title

Reviewed by Accounting

ADCNR Accounting

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 cleats, 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 Coffee 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
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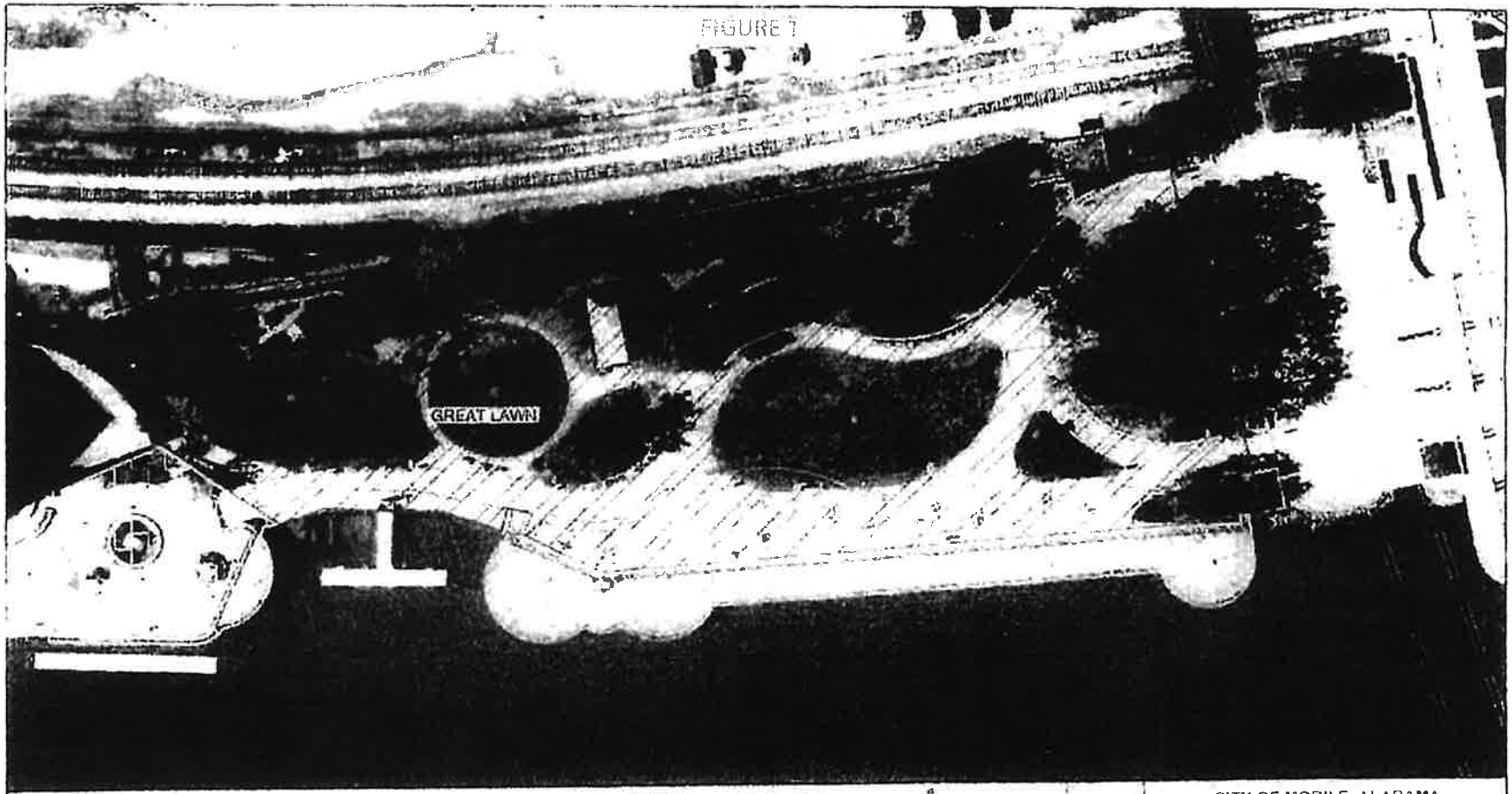
William S. Stimpson, Mayor
City of Mobile

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 $ 1,827,362.53

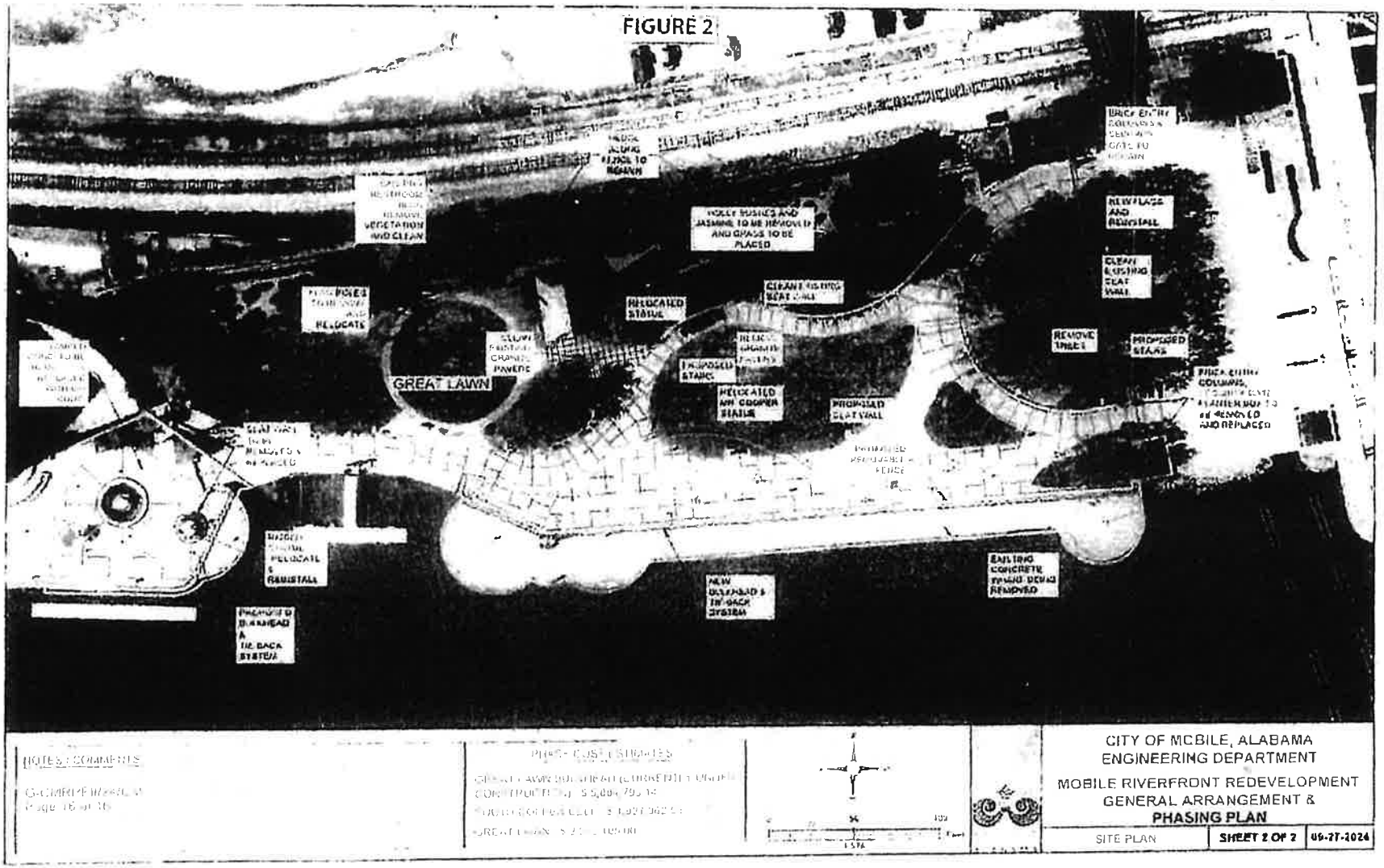
GREAT LAWN $ 2,272,105.00

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

PHASE COST ESTIMATES

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

Lara Papenbrock

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:

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:

<u>Mobile Riverfront Park Enhancements Phase II – City of Mobile</u>

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.

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	Total GOMESA Funding Not to Exceed	**$4,023,667**

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****

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

MOBILE
ALABAMA

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.

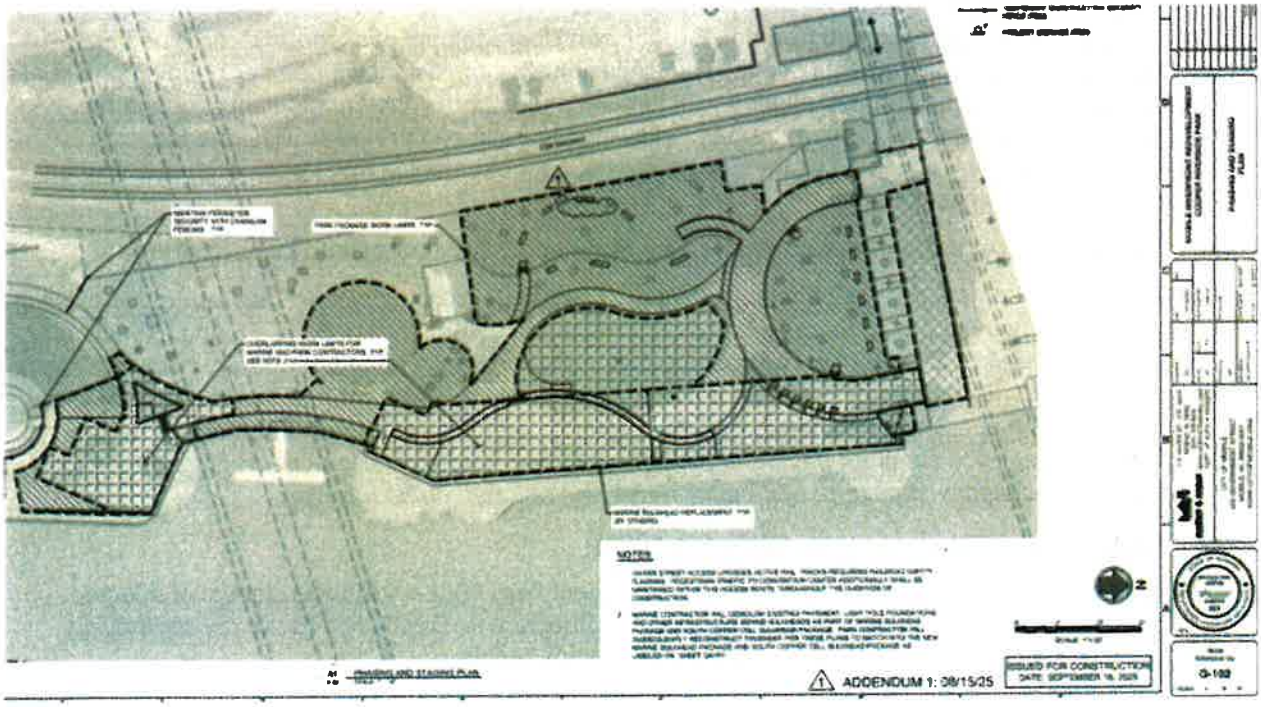


Figure 1: Plan – As bid limits of park upgrades

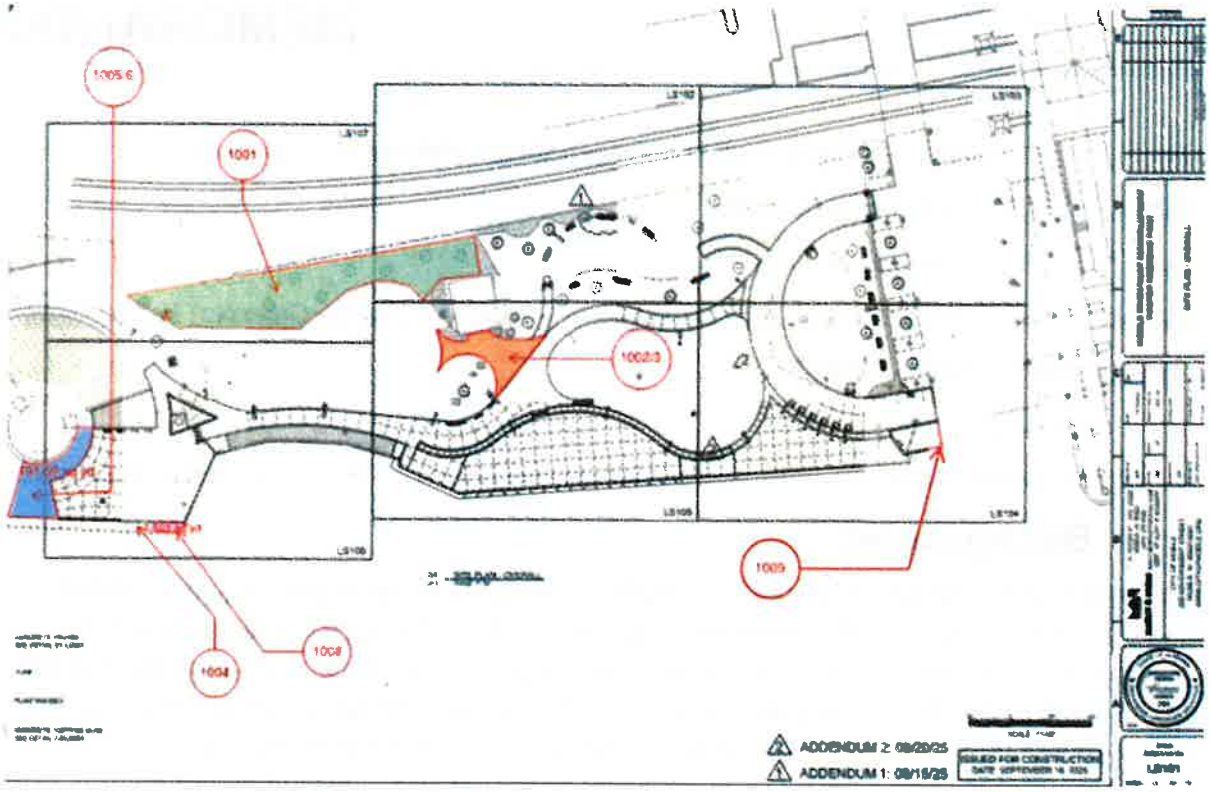


Figure 2: Proposed changes in this change order No.1

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.

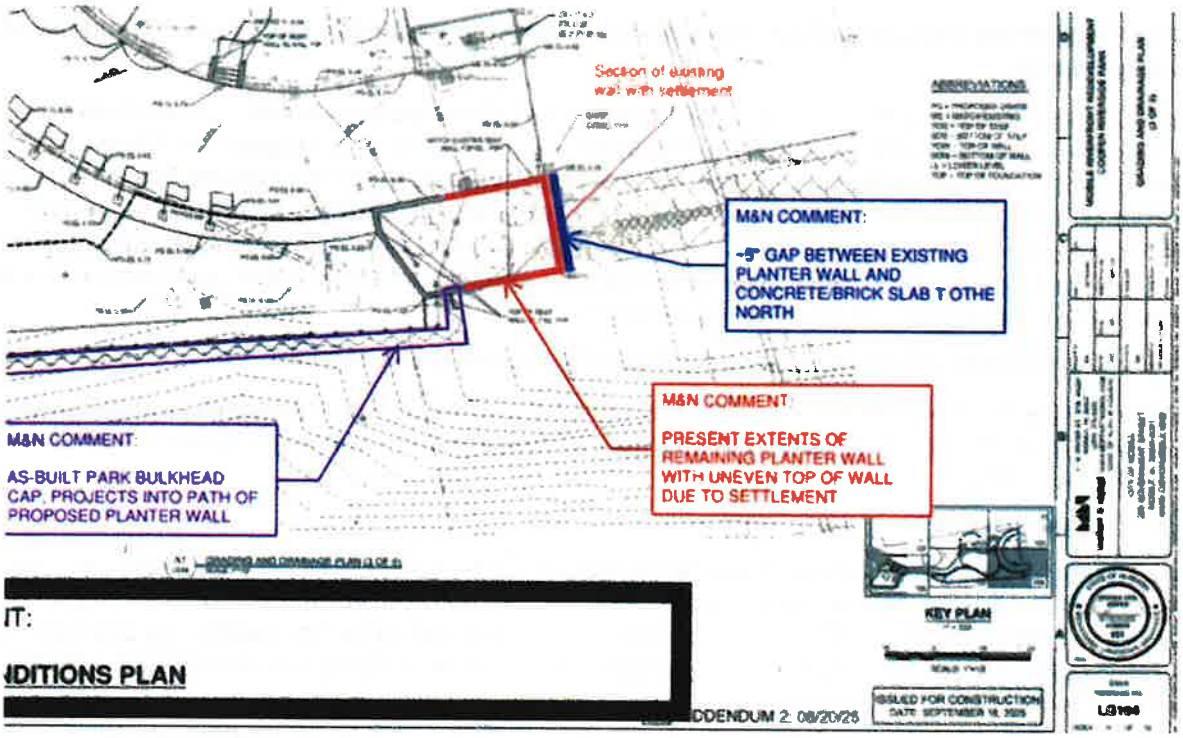


Figure 1: Preset extents of remaining planter wall due to settlement

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.

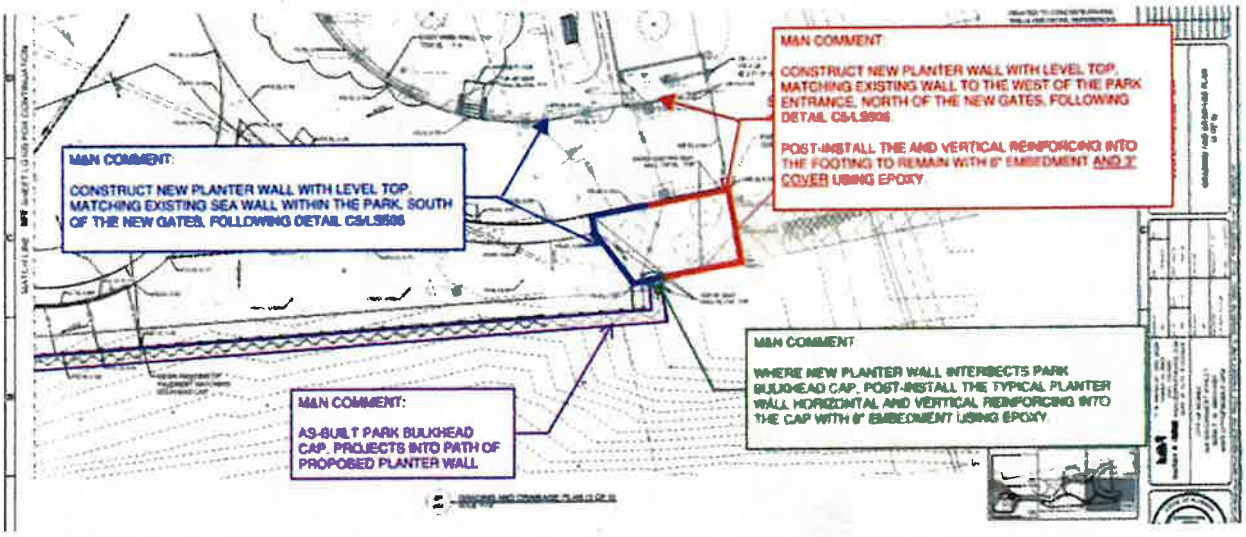


Figure 2: Elevation - Mudline Conditions Waterside of New Bulkhead

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. Saikaran	
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.

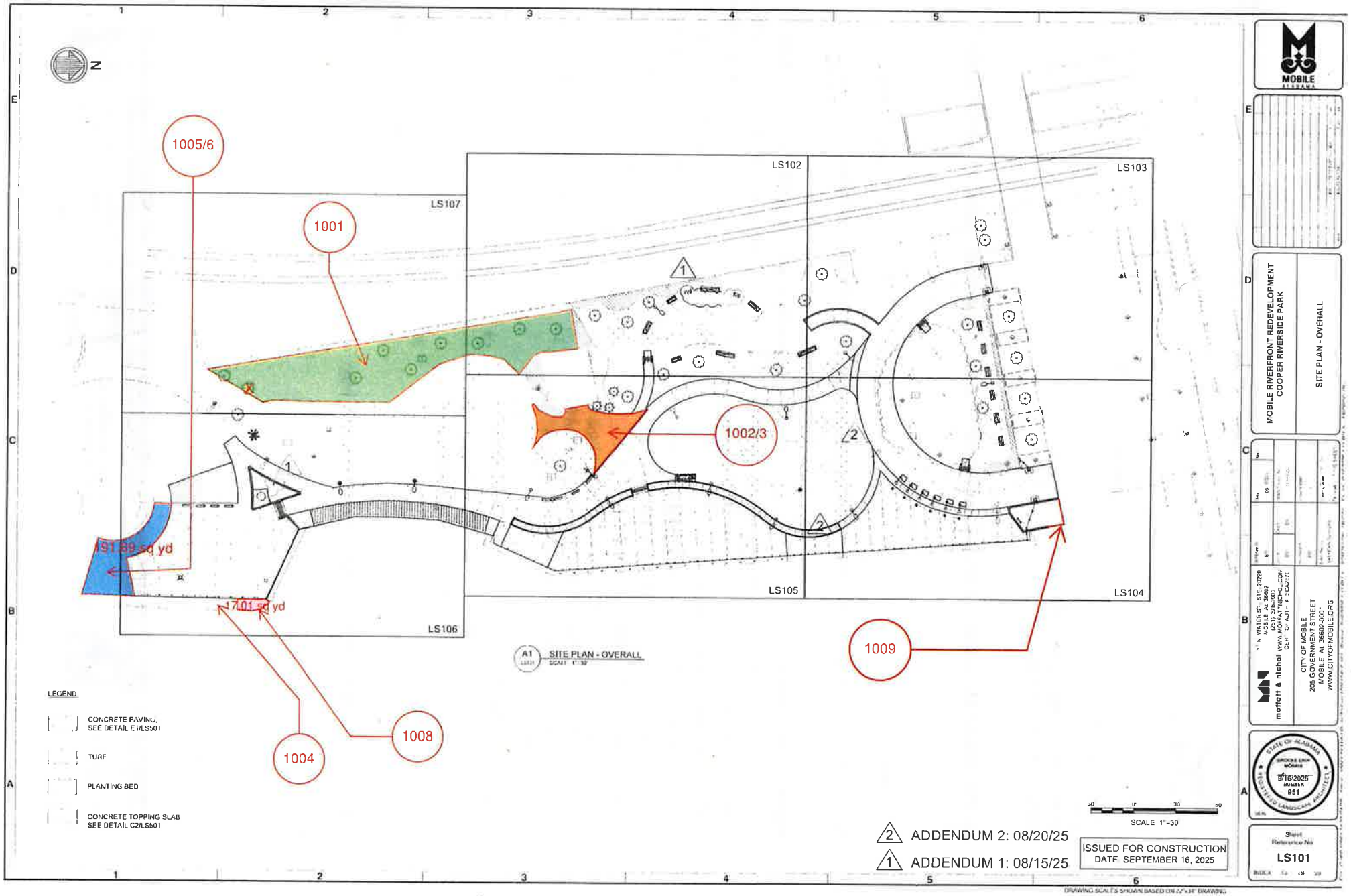
Pay Item	Description	Quantity	Units	Unit Price	Price
1001	Additional Sod, Irrigation and Clearing (1,073 SY)	1	LS	$19,309.00	$19,309.00
1002	Replace Granite with Concrete Paving at Restroom	165	SY	$179.67	$29,645.55
1003	Remove Granite Pavers	165	SY	$7.62	$1,257.30
1004	Repair Paver Section around Water 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**

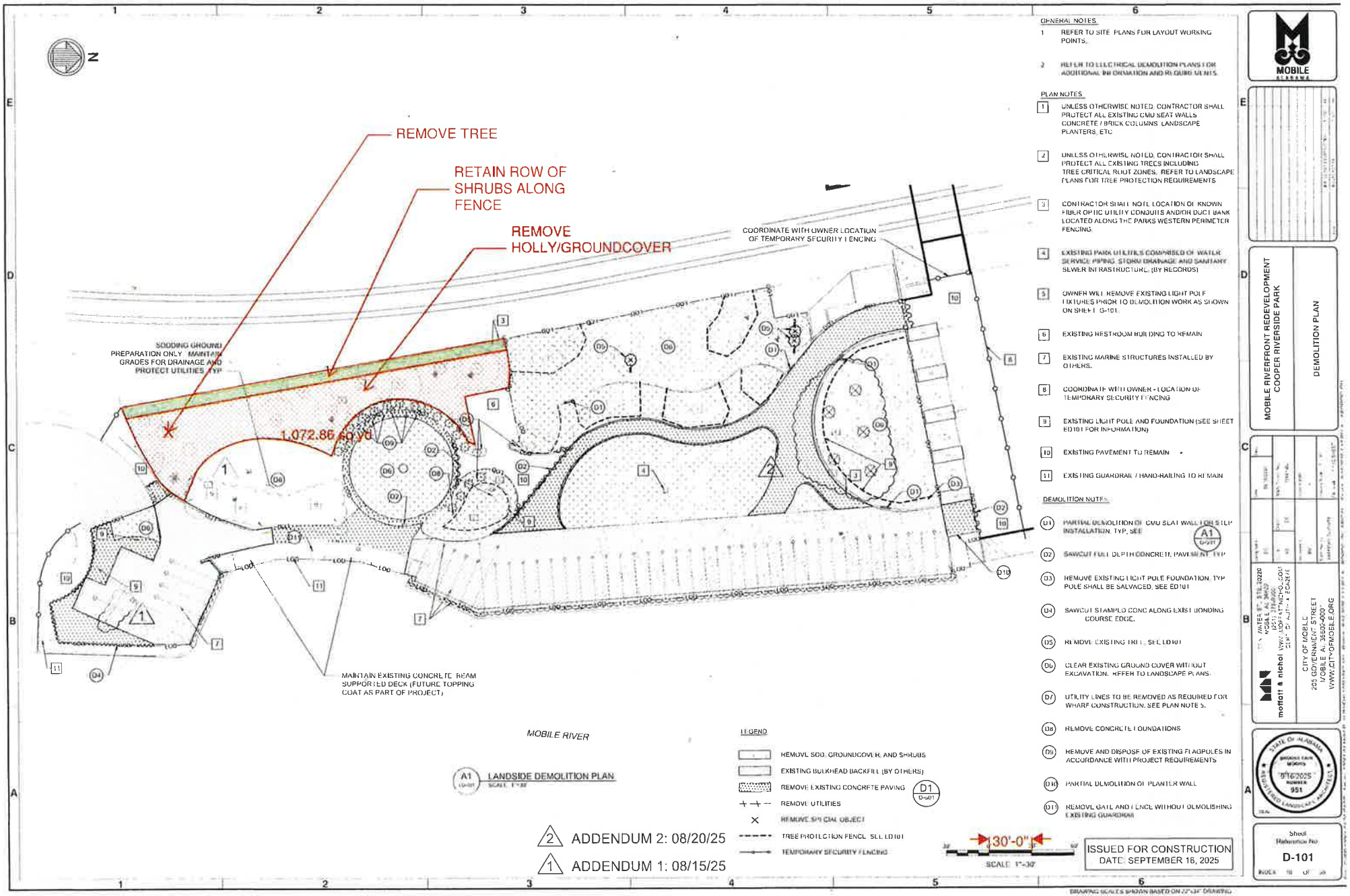
If you have any questions, do not hesitate to contact me.

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


N
1005/6
1001
LS107
LS102
LS103
1002/3
LS105
LS104
LS106
19169 sq yd
17101 sq yd
1009
1008
1004
A1 SITE PLAN - OVERALL
LEGEND
CONCRETE PAVING, SEE DETAIL E1/LS501
TURF
PLANTING BED
CONCRETE TOPPING SLAB SEE DETAIL C2/LS501
SCALE 1"=30
2 ADDENDUM 2: 08/20/25
1 ADDENDUM 1: 08/15/25
ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025
MOBILE
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
SITE PLAN - OVERALL
moffatt & nichol
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-2007
WWW.CITYOFMOBILE.ORG
9/16/2025
LS101


REMOVE TREE
RETAIN ROW OF SHRUBS ALONG FENCE
REMOVE HOLLY/GROUNDCOVER
COORDINATE WITH OWNER LOCATION OF TEMPORARY SECURITY FENCING
SODDING GROUND PREPARATION ONLY. MAINTAIN GRADES FOR DRAINAGE AND PROTECT UTILITIES. TYP
1,072.86 SQ YD
MAINTAIN EXISTING CONCRETE BEAM SUPPORTED DECK (FUTURE TOPPING COAT AS PART OF PROJECT)
MOBILE RIVER
A1 LANDSIDE DEMOLITION PLAN
SCALE: 1"=30'
LEGEND
REMOVE SOD, GROUNDCOVER, AND SHRUBS
EXISTING BULKHEAD BACKFILL (BY OTHERS)
REMOVE EXISTING CONCRETE PAVING
REMOVE UTILITIES
REMOVE SPECIAL OBJECT
TREE PROTECTION FENCE. SEE ED101
TEMPORARY SECURITY FENCING
D1 D-001
30'-0"
SCALE: 1"=30'
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-001
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 ED101
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
ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025
MOBILE
ALABAMA
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
DEMOLITION PLAN
moffatt & nichol
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-2000
WWW.CITYOFMOBILE.ORG
STATE OF ALABAMA
REGISTERED LANDSCAPE ARCHITECT
5/16/2025
951
Sheet Reference No
D-101

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

Scope	Item #	Description	SCHEDULE 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

Scope	Item #	Description	SCHEDULE 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**

PLRUSSE-01 ABROWNLEE

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP02292	7/15/2025	7/15/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP02293	7/15/2025	7/15/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	XLP02294	7/15/2025	7/15/2026	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A		X	MA690-2026-AL	1/1/2026	1/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
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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Clements, Jake

From: Shoots, Victoria
Sent: Monday, March 30, 2026 3:54 PM
To: Clements, Jake
Cc: Primm, Patricia
Subject: RE: Your Legal Request is in Progress

Jake,
The documents regarding Change Order #2 for Great Lawn Upgrades uploaded to Monday as well as emailed separately are sufficient for routing.

If you have any questions, please let me know.

All the Best,

Victoria Shoots
Assistant City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, AL 36633-1827
251-208-7580

From: Clements, Jake <jake.clements@cityofmobile.gov>
Sent: Thursday, March 26, 2026 12:12 PM
To: Shoots, Victoria <victoria.shoots@cityofmobile.gov>
Cc: Primm, Patricia <trish.primm@cityofmobile.gov>
Subject: FW: Your Legal Request is in Progress

Hi Victoria,

Please see attached consultant/ Engineers Justification Letter for the Change Order No.2 legal request referenced below.
Please let me know if you have any questions and/or if you need any additional information!

Thank you,

Jake Clements, PMP
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
Jake.clements@cityofmobile.gov

MOBILE ALABAMA

From: Primm, Patricia <trish.primm@cityofmobile.gov>
Sent: Tuesday, March 24, 2026 3:34 PM

To: Clements, Jake <jake.clements@cityofmobile.gov>
Subject: Your Legal Request is in Progress

Dear Jake,

I hope this email finds you well. I wanted to inform you that your request has been received by the Legal Department. We have assigned it to Victoria Shoots, who will be contacting you as soon as possible to provide further assistance.

Thank you for your patience, and please feel free to reach out if you have any further questions.

Request Details:
Attorney Assigned: Victoria Shoots
Request Type:Other (Please Specify)
If other:
Request Details: I am still waiting for the consultant to send a second justification letter. Aside from that letter, this is everything for Change Order No.2 for (Great Lawn Upgrades, Cooper Riverside Park) PL Russell, LLC. construction contract.
Priority: High ⚠
Date Entered:March 24th 2026 15:14
Proposed Due Date: March 30th 2026

Great Lawn Upgrades (Cooper Riverside Park) Submittal Log

Description	Submitted	Submittal #	Action: Date Returned	Reviewed Without Comment	Released As Commented	Revise Resubmit		Company	Manufacturer / Brand
Concrete Cap Repair	4/27/26	001							
Paint	4/27/26	002							

APPROVED
OUTSTANDING
MAKE CORRECTIONS NOTED-APPROVED
Revise and Resubmit
Partial Return
VOID

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.

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AUTHORIZED REPRESENTATIVE

David J Brooks

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To increase the contract sum for reconciling additional cost over Geotech testing allowance, additional rendering with 3 bay design, fire apparatus drive-through, safe haven baby box, and increase the allowance for reimbursable expenses.

Amount of Contract:
$50,045.00

Funding Source
C0915

ATTACHMENTS:
1. Amendment Request Form
2. Fire Station 19 Routing Package
3. 21-535

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AMENDMENT REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3030

DATE OF REQUEST: 05/07/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Forrest Daniell &Associates, P.C.

DISTRICT#: 4

DEPT. PROJECT#: FD-032-24

REQUEST: Please Add $ 50,045.00 from Capital Project#/Title:

C0915 - CIP Fire Station 19 Design & BDLG

to contract# 5186 .

Total amount requested: $ 50,045.00

Current contract amount: $ 187,439.40

Revised contract amount: $ 237,484.40

Comments: To increase the contract sum for reconciling add'l cost over Geotech testing allowance, add'l rendering with 3 bay design, fire apparatus drive through, safe haven baby box, and increase allowance reimbursable expenses.

Marilyn Bullard

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # MFRD FIRE]

To: DRU BISHOP / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 04/07/26
CityLaw ID: A26-1716
Project / Contract Title: Amendment to design agreement with Forrest Daniell & Associates, P.C. for Fire Station No. 19,
Vendor / Consultant: FORREST DANIEL & ASSOCIATES

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

(3) IN AMENDMENT REPLACE "CONSULTANT" WITH "ARCHITECT;" (4) REMOVE EXTRA SPACES IN AMENDMENT; (5) ADD NOTARY SIGNATURE LINE;

(6) REQUEST ENDORSEMENTS AND INCLUDE IN PACKAGE; AND (7) ADD A RESOLUTION.

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
4/7/26 — **Date**

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND FORREST DANIELL & ASSOCIATES, P.C. AS ARCHITECT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2026, between the City of Mobile as Owner and Forrest Daniell & Associates, P.C. as Architect.

WHEREAS, the City of Mobile ("Owner") and Forrest Daniell & Associates, P.C. ("ARCHITECT") entered into an Agreement for professional design services at MFRD Fire Station No. 19- New Station dated November 5, 2024 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Architect wish to amend the Agreement for additional Design Services pursuant to the fee proposal dated March 9, 2026, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Engineering, and Architectural changes to design to change 4 vehicle apparatus bay to 3 vehicle bay: $30,085.00.
2. Change in original fee for cost of geotechnical proposal: Original contract included an estimated cost for geotechnical of $5,000. Actual cost for geotechnical report was $10,880.00, an increase of $5,880.00
3. A request was made for a 3d rendering of exterior of the building at a reimbursable cost of $1,600.00
4. Engineering design change for parking area to concrete instead of asphalt. Also add sidewalk to new baby box location. The fee amount is $6,925.00
5. Architectural changes to design to allow wall section to accept prefab baby box. The fee amount is $555.00
6. Increase in contingency fee amount of $5,000.00

In Article 11.1, the original Agreement sum of One Hundred Eighty-Seven Thousand Four Hundred Thirty-Nine and 40/100 Dollars ($187.439.40) shall be increased by the amount of Fifty Thousand Forty-Five and 00/100 Dollars ($50,045.00). Therefore, the new Agreement sum shall be Two Hundred Thirty-Seven Thousand Four Hundred Eighty-Four and 40/100 Dollars ($237,484.40).

3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

4. Owner and Architect each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Architect respectively represent and warrant that he or she has the full and complete authority to bind Owner and Architect, as the case may be, to this Amendment.

5. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:_____
City Clerk

CONSULTANT: **Forrest Daniell & Associates, P.C.**

By: _____
Jeff Jordan
Its: Vice-President

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jeff Jordan, whose name as Vice-President of Forrest Daniell & Associates, P.C., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of April, 2026.

Blakely Bacque

Commission Expires: 10/08/2028

BLAKELY BACQUE
NOTARY
My Comm. Expires
Oct. 8, 2028
PUBLIC
ALABAMA STATE AT LARGE

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

March 13, 2026

Project: MFRD Fire Station No. 19 – NEW STATION FD-032-24 (C0915)

Subject: Recommendation for Approval of Amendment 01 to Forrest Daniell & Assoc., P.C. Contract 5186.

Volkert recommends approval of the attached Amendment 01 to Forrest Daniell & Assoc. PC Contract 5186. This amendment provides for the following

- Add $30,085.00 for the Reduction of Engine Bay from 4 bays to 3 bays.
- Add $5,880.00 to reconcile additional costs over the Geotech Testing Allowance.
- Add $1,600.00 for additional 3D Fire Station Renderings with the 3-bay Design.
- Add $6,925.00 for the addition of a Fire Apparatus Drive Through Road.
- Add $555.00 for the addition of Safe Haven Baby Box.
- Add $5,000.00 to increase Allowance for Reimbursable Expenses.

Original Contract Sum	$ 187,439.40
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ 187,439.40
Net Contract change by this Amendment	$ 50,045.00
New Contract Sum including this Amendment	$ 237,484.40

This increase in the Contract value, including all previous additive amendments, exceeds 10% of the original Contract value and requires City Council approval.

It is further recommended that this Amendment 01 be funded from the unencumbered monies in Munis Project C0915.

Sincerely,

Brandon J. Miller
Senior Project Manager
Volkert, Inc.

Cc: Carleen Stout, City of Mobile

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

PROJECT NAME: MFRD Fire Station No. 19 – NEW STATION

PROJECT ADDRESS: 1309 Azalea Road.

ARCHITECT: Forrest Daniell & Associates.
8007 American Way
Daphne, Al 36526

AMENDMENT NO.: 01

DATE: March 16, 2026

PROJECT NO.: FD-032-24 (C0915)
CONTRACT DATE: September 10,2024
CONTRACT NO.: 5186

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for providing additional design services requested by the Owner, reconciling the Geotech Testing Allowance, and providing additional contingency for reimbursable expenses not included in the original design scope of services.

- $30,085.00 Reduction of Engine Bay from 4 bay to 3 bay.
- $5,880.00 Reconciling additional costs over the Geotech Testing Allowance.
- $1,600.00 Additional 3D Fire Station Renderings with 3 bay Design.
- $6,925.00 Addition of a Fire Apparatus Drive Through Road.
- $555.00 Addition of Safe Haven Baby Box.
- $5,000.00 Increase Allowance for Reimbursable Expenses.

Total increase in Contract value of $50,045.00.

Original Contract Sum	$ 187,439.40
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ $187,439.40
Net Contract change by this Amendment	$ 50,045.00
New Contract Sum including this Amendment	$ 237,484.40

NOT VALID UNTIL SIGNED BY THE CONSULTANT AND OWNER.

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

Forrest Daniell & Associates, P.C.

CONSULTANT:

SIGNATURE

Jeff Jordan, Vice President
(*Printed Name/Title*)

4/21/26
DATE

Real Estate Asset Management

CITY OF MOBILE

SIGNATURE

Carleen Stout, Director
(*Printed Name/Title*)

DATE

SIGNATURE

SPIRO CHERIOGOTIS, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

FD&A
Architecture & Planning

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

March 9, 2026

Re: Fire Sation #19 Request for Contract Amendment

Attn: Brandon J. Miller
Senior Project Manager | Volkert, Inc.
11 North Water Street, Suite 18290 | Mobile, AL 36602 | volkert.com
Office: | Cell: 1 (251) 270-8084

FD&A hereby requests a contract amendment for the following additions to the original contractor amount for Fire State #19.

1. Change 4 vehicle apparatus bay to 3 vehicle bay: FD&A was requested by David Cordingly to reduce the size of the apparatus bay. A fee was provided to Mr. Cordingly at that time, which he approved. The fee amount was:

Civil:	$13,090	(50 engineer hours @ $185, 40 draftsman hours @ $96)
Mechanical, Electrical, Plumbing:	$12,000	(24 pe review hours @ $180, 64 engineer hours @$120)
Architectural	$ 4,995	(28 architect hours @ $90, 33 draftsman hours @ $75)
Total:	$30,085	

Email request from David Cordingly is enclosed.

2. Change in original fee for cost of geotechnical proposal: Original contract included an estimated cost for geotechnical of $5,000. Actual cost for geotechnical report was $10,880. Geotechnical proposal is enclosed.

3. A request was made for a 3d rendering of exterior of the building. 3d renderings were listed as a reimbursable expense in FD&A's proposal to David Cordingly. The cost for the rendering was $1,600. A new rendering was later done to reduce 4 bay design to 3 bay design; no additional cost for second rendering was charged. Email request from David Cordingly is enclosed.

4. Change front exit pavement to allow fire trucks to cut through parking lot. Change parking area to concrete instead of asphalt. Also add sidewalk to new baby box location. The fee amount is:

Civil:	$6,925	(20 engineer hours @ $185, 43 draftsman hours @ $75)

5. Change building wall section to accept prefab baby box. The fee amount is:

Architectural:	$555	(2 architect hours @ $90, 5 draftsman hours @ $75)

6. Contingency for future unforeseen needs, in the amount of:

Contingency:	$5,000

Sincerely,



Jeff Jordan, Architect

1. $30,085.00
2. $5,880.00
3. $1,600.00
4. $6,925.00
5. $555.00
6. $5,000.00

Total $50,045

Jeff - Good morning,

It pains me to say this, but the Mayor, Chief of Staff, and Director of Public Safety have directed me to redesign Fire Station 19 into a 3-bay station. I've attached the approved floor plan that I created using a cad file you provided. I wanted to have a record of the approved redesign in case it's needed in the future. Please note that HAZMAT will still be relocating to this new station, so the associated HAZMAT room(s) will remain. We are just eliminating one bay.

Please relay to the Consultants this directive. We will need to know the total additional compensation this requires with a breakdown of lump sum fees (if applicable) and discipline specific estimated hours, as well as the impact on the schedule. We also may want to account for some additional funding needed for an updated rendering.

Once I have all this information, along with a AIA G802-2017 form filled out, I will package it up and get it processed for approval. I would like to keep working and not wait on the approval, so I can provide a letter of intent if needed.

We were so close, and I hate when these design changes happen at the very end, but sometimes it happens and better to happen now then in construction. Please don't hesitate to give me a call if you want to discuss any of this further.

Thank you,

David M. Cordingly

Capital Improvement Manager – Public Safety

Architectural Engineering

City of Mobile

205 Government Street

P.O. Box 1827

Mobile, Alabama 36633-1827

_____

E: david.cordingly@cityofmobil.org

O: 251.208.7637

M: 251.802.2436 (preferred)

W: https://www.cityofmobile.org/public-works/

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

January 16, 2025

FORREST DANIELL & ASSOCIATES, PC
8007 American Way
Daphne, AL 36526

ATTENTION: Mr. Jeff Jordan

SUBJECT: Proposed Mobile Fire Station #19
Azalea Road
Mobile, AL
SES Proposal No: XM25-022

Dear Mr. Jordan,

SOUTHERN EARTH SCIENCES, INC. (SES) appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

11,500 sf

Based on our understanding of the provided information, the project will consist of a new fire station located on Azalea Road in Mobile, AL with approximately 14,000 ft^2 in plan area. The proposed structure is planned to be a single-story metal structure supported by a slab on grade foundation. The project area currently exists as an empty, undeveloped grassed field. Based on the provided topographical data, the existing ground surface varies from EL +51 in the northwestern corner of the proposed building to EL +48 in the southwestern corner. Based on the provided grading plan, Final Floor Elevation (FFE) for the building is understood to be EL +56.00, indicating that up to 8 feet of fill will be required within the building area. No detailed structural loading information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of nine (9) soil test borings/Cone Penetrometer Test soundings within the proposed building and pavement areas. Soil borings/CPT soundings are planned to extend to depths ranging from approximately 6 to 80 feet below existing grade.

For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with soil sampling intervals of 2.5 feet for the top 10 feet and every 5 feet thereafter. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to

determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once laboratory testing is complete, SES will retain all soil samples for an additional 30 days unless otherwise specified. Cone Penetrometer Test soundings will be performed in general accordance with ASTM Specification D-5778 using a 20-ton Hogentogler Electronic CPT rig.
The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and foundation alternatives for support of the proposed structure. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- SPT/ CPT Logs
- Summary of Laboratory Data
- Discussion of General Site and Soil Conditions
- Site and Sub-Grade Preparation Recommendations
- Foundation Evaluation and Recommendations

We understand the property is currently vacant, and that you are the point of contact for our work on the site. We will contact 811 one call service to locate utilities at the subject site. Please note that the 811 one call service typically only locates utility lines up to the meter or along public right-of-ways. Any private utilities must be located by the property owner or their representative. We cannot be held responsible for damage to utilities that are not clearly and accurately marked in the field. If there is a septic tank or drain field, sensitive landscaping, or other areas on the property that should not be driven on by the drilling or CPT equipment, please notify us of this so we can try to accommodate these restrictions and provide markings in the field or a map or sketch so we can avoid these areas. While we do attempt to minimize the damage to existing site features, the drilling and CPT equipment is large and heavy. Some amount of rutting or track marks or other ground disturbance may result from the equipment. Please note that we have not made an allowance for restoring landscaping, ruts, or other damage to lawns, other landscaping, or hardscapes.

ESTIMATED FEES

Based on the scope of work outlined above, the total cost of the proposed scope of geotechnical services will be, for a lump sum fee of $10,880.00. Below for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services.

SCHEDULE

Approximately three to six weeks from the time of authorization will be required to complete the field investigation. Laboratory testing and reporting will follow completion of the field activities by about two weeks.

SELECTION

The Alabama State Board of Registration of Professional Engineers and Land Surveyors prohibits the bidding of professional services and can take disciplinary action against licensed professionals who knowingly participate in bidding of professional services. As such we have assumed that you are not seeking prices from multiple firms concurrently and that the decision to engage SES will be made based on our experience in the area, our reputation, qualifications and ability to complete the work in a timely and professional manner. If the decision to engage SES will be based entirely on cost, please disregard this proposal and consider SES unable to respond due to violation of professional ethics standards of said Board.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.

Ethan Billeaud
Project Manager

EB/km
Attachments

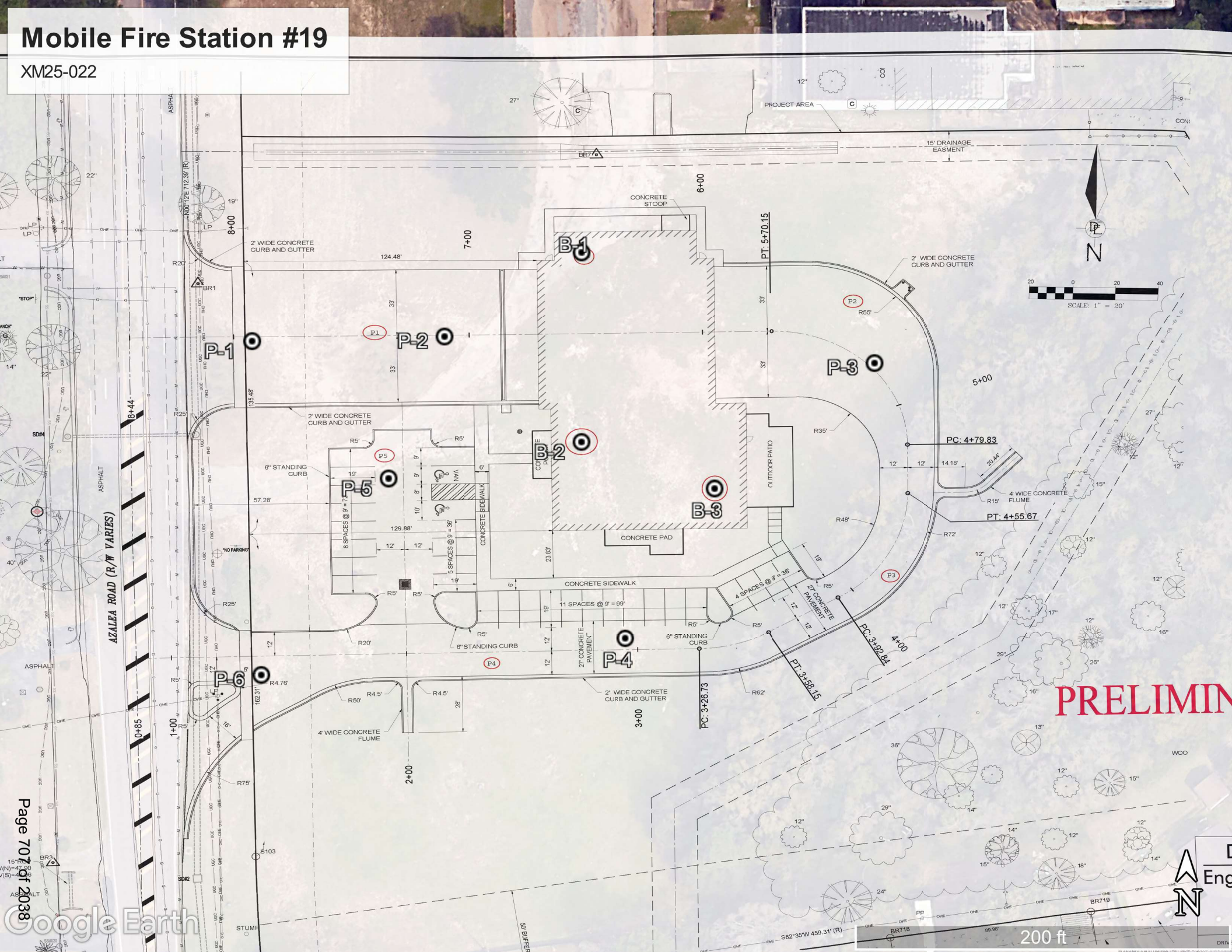
SES Geotechnical Services Proposal XM25-022
Mobile Fire Station #19
Mobile, AL

SOUTHERN EARTH SCIENCES

Service	Unit Rate	Quantity	Units		Price	Comments
Drilling Services (Dept 11)						
Mobilization	$ 1,000.00	1	*ea*	$	1,000.00	
Mileage - Rig Travel			*mile*			
Mileage - Crew Travel			*mile*			
SPT 0-50 feet	$ 15.00	186	*ft*	$	2,790.00	
SPT 50-75 feet	$ 18.00	25	*ft*	$	450.00	2 @ 50' (building)
SPT 75-100 feet	$ 21.00	5	*ft*	$	105.00	1 @ 80' (building)
SPT 100-150 feet			*ft*			6 @ 6' (parking/drive)
Grouting Boreholes			*ft*			
Extra SPT Tests	$ 15.00	27	*ea*	$	405.00	
Concrete Cores/ Agg Pre-drill			*ea*			
Asphalt/Concrete Patch			*ea*			
Manual Auger Borings			*ea*			
Shelby Tubes			*ea*			
Subcontract Clearing			*day*			
Double-Ring Infiltration			*ea*			
Difficult Access/Tracking			*hr*			
Site Specific Safety			*hr*			
				Subtotal	**$ 4,750.00**	
CPT Services (Dept 17)						
Mobilization			*ea*			
Mileage - Rig Travel			*mile*			
Mileage - Crew Travel			*mile*			
CPT_u Soundings			*ft*			
CPT_s Seismic Soundings			*ft*			
CPT_u w/ Direct Push Samples			*ft*			
Grouting CPT Sounding Holes			*ea*			
Difficult Access/Tracking			*hr*			
Site Specific Safety			*hr*			
				Subtotal	**$ -**	
Laboratory Testing (Dept 12)						
Moisture Content	$ 15.00	15	*ea*	$	225.00	
Atterberg Limits	$ 100.00	7	*ea*	$	700.00	
Sieve Analysis	$ 75.00	15	*ea*	$	1,125.00	
UU Triaxial			*ea*			
Consolidation			*ea*			
UD Sample Prep			*ea*			
California Bearing Ratio			*ea*			
				Subtotal	**$ 2,050.00**	
Prof and Staff Services (Dept 14)						
Field Engineer	$ 145.00	4	*hr*	$	580.00	
Staff Engineer	$ 145.00	12	*hr*	$	1,740.00	
Professional Engineer	$ 185.00	4	*hr*	$	740.00	
Principal Engineer	$ 225.00	2	*hr*	$	450.00	
gINT/CAD Tech	$ 95.00	6	*hr*	$	570.00	
Engineer Travel			*mile*			
				Subtotal	**$ 4,080.00**	
Total SES Fees					**$ 10,880.00**	

Mobile Fire Station #19

XM25-022



Mobile Fire Station #19

XM25-022



ALABAMA

CORPORATE OFFICE
P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE
1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE
105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA

DESTIN OFFICE
625 Valparaiso Parkway
Unit 706
Valparaiso, FL 32580
Ph: 850-837-9966

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773

PENSACOLA OFFICE
707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE
1246 Timberlane Road
Tallahassee, FL 32312
Ph: 850-576-4652

TAMPA OFFICE
13919 Carrollwood Village Run
Ste. 3
Tampa, FL 33618
Ph: 813-252-0845

LOUISIANA

BATON ROUGE OFFICE
11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE
1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE
725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618

SES SOUTHERN EARTH SCIENCES

WORK AUTHORIZATION SHEET

Billing Name	FORREST DANIELL & ASSOCIATES, PC				
Address	8007 American Way				
City	Daphne	***State***	AL	***Zip***	36526
Phone	251-422-5833			***Cell***	
email	jjordan@fdaniell.com				
Project Name	Proposed Mobiel Fire Station #19				
Project Location	Mobile, AL			***Proposal Number***	XM25-022
Contact	Mr. Jeff Jordan				
Additional Reports					
Address					
City		***State***		***Zip***	
Phone		***Fax***		***Cell***	
email					

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by: Ethan Billeaud

For Southern Earth Sciences, Inc. — January 16, 2025 *Date* — Ethan Billeaud *Print or Type Name of Representative*

Authorized by:

Signature of Client Representative — 1-22-25 *Date* — Jeff Jordan,Architect *Print or Type Name of Representative*

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

TERMS AND CONDITIONS

Project:	Proposed Mobile Fire Station #19
Client:	FORREST DANIELL & ASSOCIATES, PC
Proposal No.:	XM25-022

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for Southern Earth Sciences, Inc. (SES) and SES's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SES will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SES will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SES harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SES of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, skillful, and professional manner by employees and subcontractors of SES, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SES will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees, and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SES, as instruments of service, shall remain property of SES. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand, and will not be used by the client for any purpose whatsoever.

5.3 SES will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SES agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SES under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SES does not make nor imply any warranty of fitness for a particular purpose be entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SES, and that the data, interpretations, and recommendations of SES are based solely on the information available to us. SES will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SES will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SES by the client; however, SES shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings, and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SES by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SES's potential for human error. For additional consideration of $10.00, receipt of which is hereby acknowledged, the client agrees that SES's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SES or any of its officers, directors, employees, agents, or subcontractors, will be limited to the aggregate of $50,000.00 or SES's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SES agrees to increase the aggregate limit to a maximum of $1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SES's total charges, or $500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SES and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SES exceed the amount of its applicable insurance coverage for the type of claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SES and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SES as third-party defendants.

8.3 Both the client and SES agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SES, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SES, except in cases of SES's sole negligence, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SES resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SES, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SES defend SES, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SES is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies, and holds harmless SES from any and all claims, loss, or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SES, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 –
DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SES of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SES and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SES and the client agree the discovery of hazardous materials may also make it necessary for SES to take immediate measures to protect health and safety. Client hereby authorizes SES to take those immediate measures and client agrees to pay for or reimburse SES for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SES agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SES harmless for any or all consequences of disclosure made by SES which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SES, and to the maximum extent permitted by the law, agrees to defend, Indemnify, and save SES harmless from any claim, liability, and/or defense costs for injury or loss arising from SES's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SES, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SES will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SES will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that the field services provided by SES will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by SES employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SES is not responsible for job or site safety or security, other than for SES employees, and that SES does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SES represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SES has such coverage under public liability and property damage insurance policies which SES deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SES agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SES, its agents, staff, and consultants employed by it. SES shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. SES shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SES may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SES prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SES promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.

Jeff – Do you know if Julio is planning on giving us one more revised rendering with the last comments I made included, or have you approved it already? I ask because once we get the final rendering I will need to make a project display board and presentation to the Mayor's Office. This will also be the image that is given to the media for news coverage.

Thanks,

David M. Cordingly

Capital Improvement Project Manager

Architectural Engineering Department

City of Mobile

251-802-2436

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2026

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: Jackie Van Devender	
Higginbotham Insurance Agency, Inc. 3632 Dauphin St Mobile AL 36608-1247	PHONE (A/C, No, Ext): 251-473-4600	FAX (A/C, No): 251-450-0032
License#: 2081754	E-MAIL ADDRESS: jvandevender@higginbotham.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526 FORRDAN-01	INSURER A : Continental Casualty Company	20443
	INSURER B : Alabama Retail Comp	0
	INSURER C : Safety National Casualty Corporation	15105
	INSURER D : Kinsale Insurance Company	38920
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1642074199 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	4024546685	3/11/2026	3/11/2027	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	4024546685	3/11/2026	3/11/2027	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	Y	Y	4024546959	3/11/2026	3/11/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4010768 PRE4004287 PRE4004287	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			0100311319-1	7/2/2025	7/2/2026	Each Claim Aggregate	$1,000,000 $1,000,000

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

Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

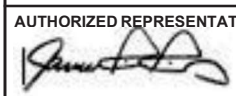
CERTIFICATE HOLDER

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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AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
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 policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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ADDITIONAL INTEREST SCHEDULE

LOCATION 1 **BUILDING** 1

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
LONG HOLLOW CHURCH
3031 Long Hollow Pike
HENDERSONVILLE , TN 37075

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
CITY OF MOBILE
P.O. BOX 1827
MOBILE , AL 36633

Type: Designated Person or Organization
Additional Interest Name and Address:
CHAMPION FOREST NORTH KLEIN
4515 SPRING STUEBNER ROAD
SPRING , TX 77389

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
MYRICK, GUROSKY & ASSOCIATES, INC.
700 MONTGOMERY HWY, SUITE 156
BIRMINGHAM , AL 35216

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
FIRST BAPTIST CHURCH CONCORD
11704 KINGSTON PIKE
KNOXVILLE , TN 37934

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
BRENTWOOD BAPTIST CHURCH
7777 CONCORD ROAD
BRENTWOOD , TN 37027

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
FIRST BAPTIST CHURCH ATLANTA
4400 N. PEACHTREE ROAD
ATLANTA , GA 30338

Type: Designated Person or Organization
Additional Interest Name and Address:
FIRST BAPTIST CHURCH ATLANTA
4400 N. PEACHTREE ROAD
ATLANTA , GA 30338

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
CHRIST COMMUNITY CHURCH
16301 OLD STATESVILLE RD
HUNTERSVILLE , NC 28078

ADDITIONAL INTEREST SCHEDULE

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
FIRST BAPTIST CHURCH ROGERS
3364 W PLEASANT GROVE RD
ROGERS , AR 72758

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
SUGAR HILL CHURCH
5091 NELSON BROGDON BLVD
SUGAR HILL , GA 30518

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
FIRST BAPTIST CHURCH CONCORD
11704 KINGSTON PIKE
KNOXVILLE , TN 37934

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
UNITED CITY CHURCH
19901 TOWNSEN BLVD
HUMBLE , TX 77338

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
MOUNT ZION BAPTIST CHURCH
228 MT. ZION ROAD
HUNTSVILLE , AL 35806

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
CHRIST COMMUNITY CHURCH
16301 OLD STATESVILLE RD
HUNTERSVILLE , NC 28078

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
CITY OF MOBILE
P.O. BOX 1827
MOBILE , AL 36633

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
BRENTWOOD BAPTIST CHURCH
7777 CONCORD ROAD
BRENTWOOD , TN 37027

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
SUGAR HILL CHURCH
5091 NELSON BROGDON BLVD
SUGAR HILL , GA 30518

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. 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;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its 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

(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.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard.**" But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of **"property damage"** to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of **"personal and advertising injury"** is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any **"executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of **"Personal and advertising injury"** is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

a. "**Bodily injury**" or "**property damage**"; or

b. Offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only 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 specified in the written contract or written agreement; or

c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:

(1) The written contract or written agreement requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional 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 by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;

2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;

3. Except as provided for in paragraph **D.2.** below:

a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;

2. A partnership or joint venture, then its partners, members and their spouses are insureds;

3. A limited liability company, then its members and managers are insureds;

4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard**."

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name Of Person Or Organization:

MYRICK, GUROSKY & ASSOCIATES, INC.
UNITED CITY CHURCH
SUGAR HILL CHURCH
CHRIST COMMUNITY CHURCH
FIRST BAPTIST CHURCH CONCORD
FIRST BAPTIST CHURCH ROGERS
CHAMPION FOREST
CHAMPION FOREST NORTH KLEIN
FIRST BAPTIST CHURCH ATLANTA
MOUNT ZION BAPTIST CHURCH
CITY OF MOBILE
BRENTWOOD BAPTIST CHURCH
LONG HOLLOW CHURCH
SOUTHERN BAPTISTS OF TEXAS CONVENTION

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

We waive any right of recovery we may have against:

1. Any person or organization shown above or in the Declarations; or
2. Any person or organization with which you have a written contract that requires such a waiver, provided the contract was executed prior to the loss.

All other terms and conditions of the Policy remain unchanged.

3002000854024546685 4547

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. The following is added to Paragraph **C. Who Is An Insured:**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only 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(s); at the location(s) designated above; or

c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

B. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

1. 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; and

(b) Supervisory, inspection, architectural or engineering activities.

2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

C. The following is added to **Paragraph H.** of the **Businessowners Common Policy Conditions:**

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

PO Box 240549
Montgomery, AL 36124-0549
P: (800) 239-5423
support@alabamaretail.org
alabamaretailcomp.org

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Employer:	Forrest Daniell & Associates, P.C. Contact: Forrest Daniell 8007 American Way Daphne, AL 36526-5311 P: (251) 625-6490 E: forrest@fdaniell.com	Producer:	385-8 Higginbotham Mobile (251) 473-4600

ARC Employer #:	4010768	Inception Date:	02/24/2022
Employer FEIN:	20-0309784	Endt. Effective Date:	01/01/2026
Legal Entity Type:	Corporation	Endt. Issue Date:	11/14/2025
State GSI #:	11-15025	Endorsement No.:	0

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
Coverage Period: 01/01/2026 – 01/01/2027

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.

Notice of Cancellation is provided to the Named Employer and Agent of Record per coverage terms and conditions: upon employer's request, 10-day notice for non-payment of premium, and 30-day notice for any other reason.

SCHEDULE

City of Mobile

PO Box 1827
Mobile, AL 36633-1827

Effective: 1/1/2026 - 1/1/2027

Long Hollow Church

3031 Long Hollow Pike
Hendersonville, TN 37075

Effective: 1/1/2026 - 1/1/2027

AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
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 policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled “MFRD NEW FIRE STATION #19” in the amount of $187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

01-1031 **2024**

RESOLUTION

Sponsored by: Councilmember Ben Reynolds and Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work 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.

Name of company:	Forrest Daniell & Associates, P.C.
Project name:	CIP MFRD Fire Station No. 19 – New Station
Project number:	FD-032-24
Amount:	$187,439.40

Adopted: NOV - 5 2024

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MFRD Fire Station No. 19 – New Station

CAPITAL PROJECT #: C0915 (20002000-42200)

CONTRACT AMOUNT: $187,439.40 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-032-24

PROJECT DESCRIPTION: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No.19.

VENDOR NAME: Forrest Daniell & Associates, P.C.

VENDOR NUMBER: 299174

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II **Date:** 10/16/2024

10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled "Fire Station #19 (McCosker) - New Station" in the amount of $187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5 day of November in the year 2024
(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
Contact: David M. Cordingly

and the Architect:
(Name, legal status, address and other information)

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526
Contact: Jeff Jordan

City of Mobile Business License No.: 51072
City of Mobile Vendor No.: 299174
Secretary of State Registration No.: 000-231-624

for the following Project:
(Name, location and detailed description)

MFRD FIRE STATION NO. 19 – NEW STATION
1301 Azalea Road
Mobile, Alabama 36693

City of Mobile Project No.: FD-032-24
Scope: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No. 19.

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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User Notes:
(1112687689)

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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., Article 2 – Architect's Responsibilities, and in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new MFRD Fire Station No. 19 will be 4-bay station approximately 12,000 gross square feet in size and will replace the existing Fire Station No. 19 (built 1957) located at 1275 Azalea Road, Mobile, AL. The new station will help maintain the MFRD's high quality of service and their current ISO Class 1 Rating to promote safety for the people of the City of Mobile. The station will include staff offices, bunkrooms, toilets and showers, kitchen, day room, workout room, laundry rooms, radio room, tool room, storage rooms, and four engine bays to accommodate various large firefighting apparatus.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new MFRD Fire Station No. 19 is Three Million, Two Hundred Forty-Nine Thousand, Eight Hundred, and 00/100 (3,249,800.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 weeks
Design Development (60%) – 4 weeks
Construction Documents (90%) – 5 weeks
Final Bid Documents (100%) – 2 weeks

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed
Anticipate construction commencement date: May 1, 2025

.3 Substantial Completion date or dates:

Within Twelve (12) months from the Notice to Proceed.
(Paragraph deleted)
Anticipate substantial completion date: May 1, 2026

§ 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 and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-182

§ 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.)

To Be Determined

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§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609

.2 Construction Material Testing:

To Be Determined

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jeff Jordan, Vice-President
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
jjordan@fdaniell.com
(251) 625-6490

§ 1.1.11 The Architect shall retain the Consultants identified in Sections 1.1.11.1 and as described in the Architect's Fee Proposal, Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineering:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36757
Phone: (251) 649-4011

.2 Structural Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

.3 Mechanical, Electrical, and Plumbing Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

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(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.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.

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User Notes: (1112687689)

.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.

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, 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 and E of the City of Mobile Insurance Requirements attached hereto, 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)

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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.

§ 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.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work

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observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	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	N/A
§ 4.1.1.13 On-site project representation	Owner, Architect to the extent described herein
§ 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	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner, Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 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
§ 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

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.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 26 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 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.

§ 8.1.2 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, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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 to the extent such defense is 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.

§ 8.1.3 Standard of Performance:

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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.

(Paragraphs deleted)
§ 8.1.4 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 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

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's 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.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Basic Services:	$ 180,439.40
B. Geotechnical Testing: (not to exceed)	$ 5,000.00
C. Printing Reimbursable Expenses: (not to exceed)	$ 2,000.00
D. Total Contract Amount: (not to exceed)	$ 187,439.40

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

§ 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.)

N/A; All services designated in Section 4.1.1 as by Architect are included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 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.)

See Section 11.2 and 11.3

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)

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Bidding & Negotiation	five	percent (5 %)
Construction Administration	twenty	percent (20 %)
Total Basic Compensation	one hundred	percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively
(Table deleted)

§ 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 and Shipping Fees

.2

(Paragraphs deleted)

Geotechnical Testing

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 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.
(Paragraphs deleted)

§ 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.)

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.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Exhibit A – Proposal for Architectural Services, dated August 30, 2024
b. Consultant's Alabama Secretary of State Entity Documentation
c. Consultant's E-Verify Documentation
d. Consultant's Subcontracting Plan for Disadvantaged Business Enterprises
e. Consultant's Certificate of Insurance with Endorsements

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(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

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City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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.

ARTICLE 18

§ 18.1 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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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)

Legal Name of Party to Contract-Consultant:
Forrest Daniell & Associates, P.C.

ARCHITECT *(Signature)*

Jeff Jordan, Vice-President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION ENDURING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeffrey Arnold Jordan as vice president of **Forrest Daniell & Associates, P.C.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 7 day of October, 2024.

NOTARY PUBLIC
My Commission Expires: 03-05-2028

HELENA LAH SLOAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-05-2028

Init.
/

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User Notes: (1112687689)

EXHIBIT A

FD&A Architecture & Planning

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

August 30, 2024

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
Ph: 251-208-7637
Email: david.cordingly@cityofmobile.org

Re: Professional Services Proposal for new 4 truck bay MFRD Fire Station No. 19

We appreciate the opportunity to submit the following proposal to provide architectural and engineering services for a new MFRD Fire Station No. 19 for the City of Mobile. A preliminary diagrammatic plan for the fire station has been provided by FD&A. The preliminary layout of the building has resulted in the following design square footages. A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Heated and cooled area:	4,612 sf	$400 psf	$1,844,800
Engine Bay:	5,025 sf	$200 psf	$1,005,000
Total Building (128.5'x75'):	9,637 sf		$2,849,800
Sitework:			$ 400,000
Total:			$3,249,800

Note: The areas above are based on the preliminary layout; areas may be adjusted slightly larger while adding gross building features. Fees will not change based on these increases. Our proposed fee for Basic Services based on the scope outlined above, and inclusion of the 15 percent required DBE participation, includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore will be based on $3,249,800 x 5.5% = $180,439.40. The A/E Fee will be billed as follows:

Schematic Design	10%	$18,043.94
Design Development	15%	$27,065.91
Construction Documents	50%	$90,219.70
Bidding & Negotiation	5%	$ 9,021.97
Construction Administration	20%	$36,087.88
AE Basic Services Total		$180,439.40

Project Scope: The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

Forrest Daniell & Associates, P.C. shall provide the following basic service(s):

1. Preliminary Design
2. Design Development
3. Construction Documents
4. Permit Approval
5. Bidding and Negotiation (with preapproval of bidding contractors if the client sees fit)
6. Construction Administration

We offer these services, and the services of our consultants based on the following fee schedule:

• Architectural and Interiors	Forrest Daniell & Associates, PC
• Civil Engineering	Driven Engineering, Inc.
• Structural Engineering	Gulf States Engineering, Inc.
• MEP Engineering	Gulf States Engineering, Inc.

Basic Services $180,439.40

- Site/Civil Design
- ADEM Permit and CBMPP Plan
- BMP Inspections
- As-built Civil Plans
- Geotechnical Engineering
- Landscaping per COM ordinances
- Structural Engineering for Foundation and Metal Building Specification
- Architecture and Interior Design
- Electrical Engineering including Fire Alarm
- Site Lighting per COM ordinances
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

Geotechnical testing is an included service to be added to the basic fees as a reimbursable expense (Estimate): $ 5,000

Printing and Shipping Fees are included to be added to the basic fees as a Reimbursable expense: $ 2,000

Additional Services:
The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant.

- Survey
- Permit or Plan Review Fees
- Environmental Phase I and Phase II
- Construction Staking
- Building Commissioning
- Construction Testing
- Special Inspections

Hourly Rates:
Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule will apply during the duration of this project.

Principal:	$110/ hour
Senior Architect:	$ 90 / hour
CADD Technical:	$ 75 / hour
Interiors Personell:	$ 75 / hour
Lead Consulting Engineers:	$110 / hour

Supplemental and/or reimbursable expenses:
The following are project related expenses that accrue during the course of the design and construction phases of the project:

- Permit or Plan Review Fees
- 3d Rendering Services
- Additional Site Visits per person — Per Hourly Rate, 26 site visits included in basic fees

Design and construction schedule:
FD&A is capable of beginning work on this project immediately. The following is a generic schedule for the work:

Schematic Design	4 weeks (dependent on feedback from user)
Design Development	4 weeks
Construction Documents	5 weeks
Preapproval of Bidding Contractors, if required	2 weeks
Advertisement - Bidding and Negotiation	3 weeks
Construction Administration	12 Months (depends on construction duration; 12 months is expected)

We appreciate the opportunity to submit for this work, and greatly look forward to a working relationship with the City of Mobile and the local Fire Department.

Please review at your convenience and feel free to call with any comments you may have.
Sincerely,



Jeff Jordan
Forrest Daniell & Associates, P.C.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Forrest Daniell & Associates, P.C.
Address	8007 American Way Daphne, AL 36526
Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

RFP/RFQ Solicitation Number	FD-032-24
Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 1 Minority 1 Non-minority 4 Vets 0 Total #of Employees 5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan

Signature: _____ Date: 9/30/24

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: Jeff Jordan Title: Vice-President

E-mail: jjordan@fdaniell.com Phone: 251-422-5833

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # FD-032-24 Your Bid/Proposal Amount $ 180,439.40 Date: 9 / 30 / 24

Description New Fire Station No. 19

Name of Bidder/Proposer: Forrest Daniell & Associates, P.C.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Driven Engineering	251-649-4011	Site/Civil Engineering	$40,200	22.28%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Forrest Daniell & Associates, P.C.

Contact Person: Jeff Jordan Phone (251) 625-6490 Email jjordan@fdaniell.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

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:
Forrest Daniell & Assocaites, PC		X	TO BE DETERMINED
DESCRIPTION: New Facility and Associated Site Work for Fire Station #19			**Estimated Completion Date:** TO BE DETERMINED

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	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)
$ 180,439.40	$ 0	$ 180,439.40	$ 0	

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)
Driven Engineering, Inc.	Civil/Site Work Design	$ 40,200 (22.28% of total)	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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: Jeff Jordan, Architect

SIGNATURE: _____, Vice President (Title) 9/30/24 (Date)

Alabama Secretary of State

Forrest Daniell & Associates, P.C.	
Entity ID Number	000-231-624
Entity Type	Domestic Professional Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/22/2003
Registered Agent Name	DANIELL, DAVID FORREST
Registered Office Street Address	8510 GAYLA CT MOBILE, AL 36695
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE PRACTICE
Capital Authorized	$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	DANIELL, DAVID FORREST
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/22/2003 Certificate of Formation 5 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2471448

Approved by:

Employer Forrest Daniell & Associates, PC	
Name (Please Type or Print) David F Daniell	**Title**
Signature Electronically Signed	**Date** 06/19/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/19/2024

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2471448

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Forrest Daniell & Associates, PC
Company Facility Address	8007 American Way Daphne, AL 36526
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	200309784
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name David F Daniell
Phone Number 2514228139
Fax
Email forrest@fdaniell.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2024

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.
P.O. Box 160927
2514734600 AL 36606

License#: 2081754
FORRDAN-01

CONTACT NAME: Jackie Van Devender
PHONE (A/C, No, Ext): 2514734600 FAX (A/C, No): 251-450-0032
E-MAIL ADDRESS: jvandevender@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Kinsale Insurance Company	38920
INSURER C : Alabama Retail Comp	0
INSURER D : Safety National Casualty Corporation	15105
INSURER E :	
INSURER F :	

INSURED
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne AL 36526

COVERAGES **CERTIFICATE NUMBER:** 1693695385 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	4024546685	3/11/2024	3/11/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY	Y	Y	4024546685	3/11/2024	3/11/2025	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	4024546959	3/11/2024	3/11/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	4010768	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		PRE4004287	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	Professional Liability			0100311319-0	7/2/2024	7/2/2025	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

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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AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
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 policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

ACORD 101 (2008/01)

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10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled “Fire Station #19 (McCosker) - New Station” in the amount of $187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled “Fire Station #19 (McCosker) - New Station” in the amount of $187,439.40.

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Respectfully,

Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

DRAFT

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
Contact: David M. Cordingly

and the Architect:
(Name, legal status, address and other information)

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526
Contact: Jeff Jordan

City of Mobile Business License No.: 51072
City of Mobile Vendor No.: 299174
Secretary of State Registration No.: 000-231-624

for the following Project:
(Name, location and detailed description)

MFRD FIRE STATION NO. 19 – NEW STATION
1301 Azalea Road
Mobile, Alabama 36693

City of Mobile Project No.: FD-032-24
Scope: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No. 19.

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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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1., Article 2 – Architect's Responsibilities, and in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new MFRD Fire Station No. 19 will be 4-bay station approximately 12,000 gross square feet in size and will replace the existing Fire Station No. 19 (built 1957) located at 1275 Azalea Road, Mobile, AL. The new station will help maintain the MFRD's high quality of service and their current ISO Class 1 Rating to promote safety for the people of the City of Mobile. The station will include staff offices, bunkrooms, toilets and showers, kitchen, day room, workout room, laundry rooms, radio room, tool room, storage rooms, and four engine bays to accommodate various large firefighting apparatus.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new MFRD Fire Station No. 19 is Three Million, Two Hundred Forty-Nine Thousand, Eight Hundred, and 00/100 (3,249,800.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 weeks
Design Development (60%) – 4 weeks
Construction Documents (90%) – 5 weeks
Final Bid Documents (100%) – 2 weeks

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed
Anticipate construction commencement date: May 1, 2025

.3 Substantial Completion date or dates:

Within Twelve (12) months from the Notice to Proceed.
(Paragraph deleted)
Anticipate substantial completion date: May 1, 2026

§ 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 and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-182

§ 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.)

To Be Determined

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§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609

.2 Construction Material Testing:

To Be Determined

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jeff Jordan, Vice-President
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
jjordan@fdaniell.com
(251) 625-6490

§ 1.1.11 The Architect shall retain the Consultants identified in Sections 1.1.11.1 and as described in the Architect's Fee Proposal, Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineering:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36757
Phone: (251) 649-4011

.2 Structural Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

.3 Mechanical, Electrical, and Plumbing Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

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(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.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.

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.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.

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, 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 and E of the City of Mobile Insurance Requirements attached hereto, 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)

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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.

§ 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.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work

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observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	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	N/A
§ 4.1.1.13 On-site project representation	Owner, Architect to the extent described herein
§ 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	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner, Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 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
§ 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

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.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 26 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 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.

§ 8.1.2 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, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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 to the extent such defense is 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.

§ 8.1.3 Standard of Performance:

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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.

(Paragraphs deleted)
§ 8.1.4 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 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

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's 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.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Basic Services:	$ 180,439.40
B. Geotechnical Testing: (not to exceed)	$ 5,000.00
C. Printing Reimbursable Expenses: (not to exceed)	$ 2,000.00
D. Total Contract Amount: (not to exceed)	$ 187,439.40

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

§ 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.)

N/A; All services designated in Section 4.1.1 as by Architect are included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 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.)

See Section 11.2 and 11.3

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)

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Bidding & Negotiation	five	percent (	5 %)
Construction Administration	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively
(Table deleted)

§ 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 and Shipping Fees

.2

(Paragraphs deleted)

Geotechnical Testing

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 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.
(Paragraphs deleted)

§ 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.)

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.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Exhibit A – Proposal for Architectural Services, dated August 30, 2024
b. Consultant's Alabama Secretary of State Entity Documentation
c. Consultant's E-Verify Documentation
d. Consultant's Subcontracting Plan for Disadvantaged Business Enterprises
e. Consultant's Certificate of Insurance with Endorsements

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(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

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City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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.

ARTICLE 18

§ 18.1 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract-Consultant: Forrest Daniell & Associates, P.C.
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	Jeff Jordan, Vice-President *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeffrey Arnold Jordan as vice president of **Forrest Daniell & Associates, P.C.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 7 day of October, 2024.

Helena Lah Sloan
NOTARY PUBLIC
My Commission Expires: 03-05-2028

HELENA LAH SLOAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-05-2028

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EXHIBIT A

FD&A
Architecture & Planning

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

August 30, 2024

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
Ph: 251-208-7637
Email: david.cordingly@cityofmobile.org

Re: Professional Services Proposal for new 4 truck bay MFRD Fire Station No. 19

We appreciate the opportunity to submit the following proposal to provide architectural and engineering services for a new MFRD Fire Station No. 19 for the City of Mobile. A preliminary diagrammatic plan for the fire station has been provided by FD&A. The preliminary layout of the building has resulted in the following design square footages. A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Heated and cooled area:	4,612 sf	$400 psf	$1,844,800
Engine Bay:	5,025 sf	$200 psf	$1,005,000
Total Building (128.5'x75'):	9,637 sf		$2,849,800
Sitework:			$ 400,000
Total:			$3,249,800

Note: The areas above are based on the preliminary layout; areas may be adjusted slightly larger while adding gross building features. Fees will not change based on these increases. Our proposed fee for Basic Services based on the scope outlined above, and inclusion of the 15 percent required DBE participation, includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore will be based on $3,249,800 x 5.5% = $180,439.40. The A/E Fee will be billed as follows:

Schematic Design	10%	$18,043.94
Design Development	15%	$27,065.91
Construction Documents	50%	$90,219.70
Bidding & Negotiation	5%	$ 9,021.97
Construction Administration	20%	$36,087.88
AE Basic Services Total		$180,439.40

Project Scope: The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

Forrest Daniell & Associates, P.C. shall provide the following basic service(s):

1. Preliminary Design
2. Design Development
3. Construction Documents
4. Permit Approval
5. Bidding and Negotiation (with preapproval of bidding contractors if the client sees fit)
6. Construction Administration

We offer these services, and the services of our consultants based on the following fee schedule:

•	Architectural and Interiors	Forrest Daniell & Associates, PC
•	Civil Engineering	Driven Engineering, Inc.
•	Structural Engineering	Gulf States Engineering, Inc.
•	MEP Engineering	Gulf States Engineering, Inc.

Basic Services $180,439.40

- Site/Civil Design
- ADEM Permit and CBMPP Plan
- BMP Inspections
- As-built Civil Plans
- Geotechnical Engineering
- Landscaping per COM ordinances
- Structural Engineering for Foundation and Metal Building Specification
- Architecture and Interior Design
- Electrical Engineering including Fire Alarm
- Site Lighting per COM ordinances
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

Geotechnical testing is an included service to be added to the basic fees as a reimbursable expense (Estimate): $ 5,000

Printing and Shipping Fees are included to be added to the basic fees as a Reimbursable expense: $ 2,000

Additional Services:
The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant.

- Survey
- Permit or Plan Review Fees
- Environmental Phase I and Phase II
- Construction Staking
- Building Commissioning
- Construction Testing
- Special Inspections

Hourly Rates:
Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule will apply during the duration of this project.

Principal:	$110/ hour
Senior Architect:	$ 90 / hour
CADD Technical:	$ 75 / hour
Interiors Personell:	$ 75 / hour
Lead Consulting Engineers:	$110 / hour

Supplemental and/or reimbursable expenses:
The following are project related expenses that accrue during the course of the design and construction phases of the project:

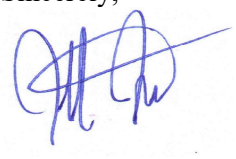
- Permit or Plan Review Fees
- 3d Rendering Services
- Additional Site Visits per person — Per Hourly Rate, 26 site visits included in basic fees

Design and construction schedule:
FD&A is capable of beginning work on this project immediately. The following is a generic schedule for the work:

Schematic Design	4 weeks (dependent on feedback from user)
Design Development	4 weeks
Construction Documents	5 weeks
Preapproval of Bidding Contractors, if required	2 weeks
Advertisement - Bidding and Negotiation	3 weeks
Construction Administration	12 Months (depends on construction duration; 12 months is expected)

We appreciate the opportunity to submit for this work, and greatly look forward to a working relationship with the City of Mobile and the local Fire Department.

Please review at your convenience and feel free to call with any comments you may have.
Sincerely,



Jeff Jordan
Forrest Daniell & Associates, P.C.

Alabama Secretary of State

Forrest Daniell & Associates, P.C.	
Entity ID Number	000-231-624
Entity Type	Domestic Professional Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/22/2003
Registered Agent Name	DANIELL, DAVID FORREST
Registered Office Street Address	8510 GAYLA CT MOBILE, AL 36695
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE PRACTICE
Capital Authorized	$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	DANIELL, DAVID FORREST
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/22/2003 Certificate of Formation 5 pgs.

Browse Results New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2471448

Approved by:

Employer	
Forrest Daniell & Associates, PC	
Name (Please Type or Print) David F Daniell	**Title**
Signature Electronically Signed	**Date** 06/19/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/19/2024

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2471448

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Forrest Daniell & Associates, PC
Company Facility Address	8007 American Way Daphne, AL 36526
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	200309784
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name David F Daniell
Phone Number 2514228139
Fax
Email forrest@fdaniell.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 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	Forrest Daniell & Associates, P.C.
Address	8007 American Way Daphne, AL 36526
Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

RFP/RFQ Solicitation Number	FD-032-24
Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 1 Minority 1 Non-minority 4 Vets 0 Total #of Employees 5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan

Signature: _____ Date: 9/30/24

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: Jeff Jordan Title: Vice-President

E-mail:_ Phone: jjordan@fdaniell.com 251-422-5833

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 # FD-032-24 Your Bid/Proposal Amount $ 180,439.40 Date: 9 / 30 / 24

Description New Fire Station No. 19

Name of Bidder/Proposer: Forrest Daniell & Associates, P.C.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Driven Engineering	251-649-4011	Site/Civil Engineering	$40,200	22.28%	Yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: Forrest Daniell & Associates, P.C.

Contact Person: Jeff Jordan Phone (251) 625-6490 Email jjordan@fdaniell.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

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:
Forrest Daniell & Assocaites, PC		X	TO BE DETERMINED
DESCRIPTION: New Facility and Associated Site Work for Fire Station #19			**Estimated Completion Date:** TO BE DETERMINED

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	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)
$ 180,439.40	$ 0	$ 180,439.40	$ 0	

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)
Driven Engineering, Inc.	Civil/Site Work Design	$ 40,200 (22.28% of total)	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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: Jeff Jordan, Architect

SIGNATURE: _____, Vice President (Title) 9/30/24 (Date)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2024

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.
P.O. Box 160927
2514734600 AL 36606

License#: 2081754
FORRDAN-01

CONTACT NAME: Jackie Van Devender
PHONE (A/C, No, Ext): 2514734600 **FAX (A/C, No):** 251-450-0032
E-MAIL ADDRESS: jvandevender@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Kinsale Insurance Company	38920
INSURER C : Alabama Retail Comp	0
INSURER D : Safety National Casualty Corporation	15105
INSURER E :	
INSURER F :	

INSURED
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne AL 36526

COVERAGES **CERTIFICATE NUMBER:** 1736567598 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	4024546685	3/11/2024	3/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	4024546685	3/11/2024	3/11/2025	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 $ 10,000	Y	Y	4024546959	3/11/2024	3/11/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4010768 PRE4004287	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	Professional Liability			0100311319-0	7/2/2024	7/2/2025	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

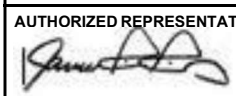
CERTIFICATE HOLDER

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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AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
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 policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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CONTRACT ROUTING CHECKLIST

DATE OF SUBMITTAL:

DATE OF ROUTING:

CIVIC+ or ADOBE

ROUTING TYPE: CIVIC+

PROJECT MANAGER: DAVID M. CORDINGLY

MOBILE ALABAMA

		OPS TEAM
PROJECT NAME:	MFRD FIRE STATION No. 19 NEW STATION	✓	
PROJECT LOCATION:	1301 AZALEA RD MOBILE, AL 36693-4703	✓	
PROJECT #:	FD-032-24	✓	
VENDOR NAME:	FORREST DANIELL & ASSOCIATES, P.C.	✓	
MUNIS VENDOR #:	299174		
CONTRACT AMOUNT:	$ 187,432.40 **RETAINAGE HELD? Y or N** NO	✓	
CIP-FUNDED:	**YES:** ✓ **NO:**	✓	
FUNDING ACCOUNT #:	C0915	✓	
WAS AVAILABLE BALANCE VERIFIED:		✓	
RESOLUTION			
CAPITAL CONTRACT SUMMARY SHEET			
CONTRACT WITH VENDOR SIGNATURE		✓	
CONTRACT WITH NOTARY (ALL CONTRACTS OVER $15K)		✓	
SCOPE OF WORK EXHIBIT		✓	
BID / QUOTE FORM		✓	
BONDS (CONSTRUCTION CONTRACTS OVER $50K)			
SUBCONTRACTING & MAJOR SUPPLIER PLAN and/or DBE WAIVER		✓	
SECRETARY OF STATE FORM			✓
E-VERIFY			✓
CERTIFICATE OF INSURANCE		✓	
OTHER DOCUMENTS AS NEEDED (i.e. B.S. GENERAL CONDITIONS)			
AGENDA ITEM SUMMARY SHEET			

CONTRACT TYPE (●) DESIGN ( ) CONSTRUCTION ( ) SERVICE ( ) OTHER:

ORIGINAL FUNDING SOURCE CAPIMPROVM **DBE WAIVER %** 22.28

BRIEF SCOPE OF WORK SUMMARY:

The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

ESTIMATED PROJECT COST (INCLUDE INFORMATION IF APPLICABLE AND AVAILABLE)

PROFESSIONAL DESIGN SERVICES		
A/E DESIGN FEE	$ 187,439.40	
GEOTECHNICAL FEE		
SURVEY FEE		**TOTAL** $ 187,439.40
CONSTRUCTION COST		
CONTINGENCY ALLOWANCE		
OTHER		**TOTAL** $ 187,439.40

ESTIMATED PROJECT MILESTONES

EXECUTED CONTRACT / NTP				(DATE)
DESIGN DELIVERABLES	SCHEMATIC DESIGN	4	(WEEKS)	(DATE)
	DESIGN DEVELOPMENT	4	(WEEKS)	(DATE)
	CONSTRUCTION DOCUMENTS	5	(WEEKS)	(DATE)
ADVERTISEMENT - BID & AWARD		3	(WEEKS)	05/01/2025 (DATE)
CONSTRUCTION COMPLETION		52	(WEEKS)	05/01/2026 (DATE)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

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	Forrest Daniell & Associates, P.C.
Address	8007 American Way Daphne, AL 36526
Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

RFP/RFQ Solicitation Number	FD-032-24
Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 1 Minority 1 Non-minority 4 Vets 0 Total #of Employees 5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan

Signature: _____ Date: 9/30/24

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: Jeff Jordan Title: Vice-President

E-mail:_ Phone: jjordan@fdaniell.com 251-422-5833

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251.208.7967
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FORM 1: Background and Plan

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This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # FD-032-24 Your Bid/Proposal Amount $ 180,439.40 Date: 9 / 30 / 24

Description New Fire Station No. 19

Name of Bidder/Proposer: Forrest Daniell & Associates, P.C.

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

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Form 2: Good Faith Effort Documentation

Name of Bidder: Forrest Daniell & Associates, P.C.

Contact Person: Jeff Jordan Phone (251) 625-6490 Email jjordan@fdaniell.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.
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	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

DANIELL, D FORREST NCARB T6
8007 AMERICAN WAY
DAPHNE AL 36526

YEAR	LICENSE NO.
2024	51072
ISSUED	**EXPIRES**
1/20/2024	12/31/2024

541311 ARCHITECT - INDIVIDUAL

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

DANIELL, D FORREST NCARB
8007 AMERICAN WAY
DAPHNE, AL 36526-5311

8 T1 P2316

RESOLUTION

Sponsored by Mayor Spiro N. 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 to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the Contract #5186 between the City of Mobile and the company listed below, for work outlined in the contract attached hereto and made a part hereof as though set forth in full herein. A copy of said Contract is on file in the office of the City Clerk.

The Mayor is further authorized to execute the Contract in substantially the form presented, subject to non-substantive revisions approved as to form and legality by the City Legal Department.

Name of Company: Forrest Daniell & Associates P.C.

Project Name: CIP Fire Station 19 Design & BDLG

Project Number: FD-032-024

Amount: $50,045.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Remove, replace, and/or dispose of existing fences, posts, and wires, with wood fences as specified in the project manual and drawings.

Amount of Contract:
$149,687.00

Funding Source
C0968

ATTACHMENTS:
1. Contract - Mounted Unit
2. Capital Summary Sheet - Mounted Unit
3. 21-536

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 2]

To: DRU BISHOP / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 04/29/26
CityLaw ID: A26-1677
Project / Contract Title: CONTRACT - MPD MOUNTED UNIT - GRAND BAY FENCING UPGRADES
Vendor / Consultant: GIBSON CONSTRUCTION SERVICES

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): RECOMMENDATIONS: (1) PAGE 5 - REPLACE "IV(A)(8)" WITH "III(A)(8)" IN TWO SPACES; (2) PAGE 6 - REPLACE "FOUR (4) WEEKS" WITH "A MINIMUM OF THREE (3) WEEKS"; (3) GOING FORWARD, WE RECOMMEND EITHER ADDING A SEPARATE PAGE BETWEEN EXHIBITS, FOR EXAMPLE WITH "EXHIBIT A", OR AN EXHIBIT LABEL OR STICKER ON EACH EXHIBIT
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
04/29/2026 — **Date**

STANDARD SERVICES 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:	**Gibson Construction Services, LLC** **10330 Ben Hamilton Road** **Grand Bay, AL 36541** **City Business License No.: 128722** **Alabama General Contractor License No.: 59305**
For the following Project:	**MPD Mounted Unit – Grand Bay Upgrades – Fencing** **6160 Gaston Loop Road West** **Grand Bay, Alabama 36541** **Project Number: PD-052a-24**
The Architect:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Gibson Construction Services, LLC, hereinafter referred to as "Contractor."

This Agreement, including its Exhibits A-I, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued a request for Bids on March 25, 2026; 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 MPD Mounted Unit – Grand Bay Upgrades – Fencing (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.

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.

II. 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 One Hundred Forty-Nine Thousand Six Hundred Eighty-Seven and 00/100 ($149,687.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$55,995.00
Contingency Allowance:	$10,000.00
Total Bid:	$65,995.00
Alternate #1:	$30,290.00
Alternate #2:	$33,833.00
Alternate #3:	$19,569.00
Total Contract Sum:	$149,687.00

B. Alternates (if any are included in the contract sum)

Alternate #1: Remove/Replace existing fence and/or gates noted on drawings and summary of work as Alternate #1 located in the rear of the property.	Price: $30,290.00
Alternate #2: Remove/Replace existing fence noted on drawings and summary of work as Alternate 2	Price: $33,833.00
Alternate #3: Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences (and wire fence backing like the existing installation) as specified in the project manual and drawings noted as Alternate 2. (Road frontage)	Price: $19,569.00

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed be One Hundred Forty-Nine Thousand Six Hundred Eighty-Seven and 00/100 ($149,687.00) for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's REAM Director, Carleen Stout.

E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

III. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and/or Owner, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

    b. The amount of each progress payment shall then be reduced by:
        i. The aggregate of any amounts previously paid by the City;
        ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
        iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
        iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
        v. Retainage withheld pursuant to Section IV(A)(8).

    c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
        ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:
   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the

contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Gibson Construction Services, LLC has completed the contract for MPD Mounted Unit – Grand Bay Upgrades – Fencing at 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, Project Number: PD-052a-24. 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.

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's REAM Director, Carleen Stout, requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

V. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements,

performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VI. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2.	Property Damage	$1,000,000 each occurrence; or
3.	Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):

10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all City's of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the

Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

VIII. 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.

IX. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor.
B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
C. Drawings

Number	Title	Date
A01	Fence Survey Site Plan	2/1/2026
A02	Fence Site Plan Detail	2/1/2026
A03	Fence Details	2/1/2026

D. Specifications

Section	Title
01010	Summary of Work
01210	Allowances
01220	Unit Prices
01230	Alternative Bid Items
01310	Project Management & Co-ordination
01320	Construction Progress Documentation

01330	Submittal Procedures
01440	Pre-Bid Qualifications
01635	Substitution Procedures
01700	Execution Requirements
01710	Close out Procedures
017839	Project Record Documents
017823	Operation and Maintenance Data
06 10 63	Exterior Rough Carpentry
32 31 00	Fences

E. Addenda, if any:

Number	Date
Addenda #1	4/8/2026
Addenda #2	4/10/2026
Addenda #3	4/13/2026

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.

F. Other Exhibits:

Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Schedule of Value
Exhibit D	Office of Small Business Development Wavier
Exhibit E	E-Verify
Exhibit F	Performance Labor and Material Bonds
Exhibit G	Certificate of Liability Insurance and Endorsements
Exhibit H	Business License Verification
Exhibit I	Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders - AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Small Business Development Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City 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

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ 200 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause

affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 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.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. 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.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 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.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Carleen Stout, Director REAM.

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, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Gibson Construction Services, LLC
c/o Michael Gibson
Contractor's Authorized Agent
10330 Ben Hamilton Road
Grand Bay, AL 36541

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.

XVIII. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City

property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

XXI. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

Michael Gibson, as President of Gibson Construction Services, LLC

Date: April 23, 2026

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Michael Gibson whose name as President of Gibson Construction Services, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 23rd day of Apr.1 , 2026

_____
Notary Public
Print Debra Balams
My commission expires: _____

DEBRA BALAMS
MY COMMISSION EXPIRES
SEPTEMBER 23, 2029
NOTARY PUBLIC
STATE OF ALABAMA

(Seal)

REV.11/03/2025

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

MPD Mounted Unit – Grand Bay Upgrades – Fencing
6160 Gaston Loop Road West
Grand Bay, Alabama 36541
Project Number: PD-052a-24

EXHIBIT A: SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, equipment, tools, insurance, and incidentals necessary to complete the Work for the MPD Mounted Unit – Grand Bay Upgrades – Fencing Project, located at 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, in strict accordance with the Contract Documents.

The "Contract Documents" include, without limitation, the Agreement, this Exhibit A, the Project Manual (including all specifications and general conditions), drawings, addenda, and any written modifications issued after execution of the Agreement.

The Work generally consists of removal and replacement of existing fencing systems, including associated site preparation, vegetation removal, and installation of new fencing and gates, as more particularly described in the Contract Documents.

This Scope of Work is intended as a summary of the Work. It is not exhaustive and shall not be construed to limit the Contractor's obligations to perform all work reasonably inferable from or required by the Contract Documents, Project Manual, and Drawings. In the event of any conflict, inconsistency, or omission between this Exhibit and the Project Manual, drawings, or other Contract Documents, the Project Manual and drawings shall govern and control.

Summary of Work:

- Base Bid: The Work consists of removing all existing fence, posts, wires, etc., and replacing it with wood fences and gates as specified in the project manual and drawings. This includes removal of all vegetation along the fence line not marked to remain. Any changes to the existing fence layout are noted in drawings and subject to approval by the project manager prior to installation. Coordination of demolition and installation are to be coordinated with the project manager and facility manager to allow adjustments for the livestock.

- Alternate #1: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. This includes removal of all vegetation along the fence line not marked to remain.

- Alternate #2: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 2. This includes removal of all vegetation along the fence line not marked to remain.

- Alternate #3: Remove existing fences, posts, wires, etc., and replace it with wood fences and wire fences as specified in the project manual and drawings noted as Alternate 3. This includes removal of all vegetation along the fence line not marked to remain.

Gaston Loop Police Fence Project

60-Day Construction Schedule

Phase	Activity	Start Day	End Day	Duration (Days)
1	Mobilization & Layout	1	2	2
1	Clearing & Grubbing	3	7	5
2	Fence Removal (Base Bid)	8	18	11
3	Fence Installation (Base Bid)	12	32	21
4	Fence Removal (Alt 1)	20	24	5
4	Fence Installation (Alt 1)	25	38	14
5	Fence Removal (Alt 2)	30	34	5
5	Fence Installation (Alt 2)	35	48	14
6	Fence Removal (Alt 3)	40	42	3
6	Fence Installation (Alt 3)	43	55	13
7	Punch List & Closeout	56	60	5

Exhibit C

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 FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Mobilization	$2,914.62							
	Demolition	$44,326.00						$2,914.62	
	Material	$15,000.00						$44,326.00	
	Fence Installation	$77,446.38						$15,000.00	
	Contingency	$10,000.00						$77,446.38	
								$10,000.00	
	GRAND TOTALS	$149,687.00	$0.00	$0.00		$0.00		$149,687.00	$0.00

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

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

G703-1992

Exhibit D

City of Mobile

Office of Small Business Development

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Small Business Development at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Small Business Development by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PD-052A-24 Current Date 04 /13 /26

Project Description MPD Mounted Unit - Grand Bay Upgrades - Fencing

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

This projects consists of removing and replacing fencing at the Grand Bay facility for the Mounted Unit.

Due to the limited scope, trade, and limited sourcing of the work to be completed, it is not possible to include

additional sub-contractors or DBE participation in this project. We had numerous potential bidders with only one copmany being pre-qualified for the project.

Carleen Stout
Requested By (Department Director)

C. Stout
C. Stout (Apr 22, 2026 14:34:52 CDT)
(Signature)

REAM Director
(Title)

(Date)

251-208-7492
Telephone Number

carleen.stout@cityofmobile.gov
Email Address

Archnique Kidd
Reviewed By (Office of Small Business Development)

Archnique Kidd
Archnique Kidd (Apr 22, 2026 15:15:47 CDT)
(Signature)

Small Business Development Manager
(Title)

04/22/2026
(Date)

Approved By (CAO)

MPD Mounted Unit Fence PD-052A-24 Waiver of DBE

Final Audit Report 2026-04-22

Created:	2026-04-22
By:	Dru Bishop (dru.bishop@cityofmobile.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkKgqXJYUiaROxeWMRAPb3dtO376wjwkL

"MPD Mounted Unit Fence PD-052A-24 Waiver of DBE" History

Document created by Dru Bishop (dru.bishop@cityofmobile.gov)
2026-04-22 - 7:28:20 PM GMT- IP address: 76.8.254.3

Document emailed to carleen.stout@cityofmobile.gov for signature
2026-04-22 - 7:32:51 PM GMT

Email viewed by carleen.stout@cityofmobile.gov
2026-04-22 - 7:34:18 PM GMT- IP address: 104.47.64.254

Signer carleen.stout@cityofmobile.gov entered name at signing as C. Stout
2026-04-22 - 7:34:50 PM GMT- IP address: 76.8.254.3

Document e-signed by C. Stout (carleen.stout@cityofmobile.gov)
Signature Date: 2026-04-22 - 7:34:52 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.gov) for signature
2026-04-22 - 7:34:55 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.gov)
2026-04-22 - 8:14:30 PM GMT- IP address: 76.8.254.3

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.gov)
Signature Date: 2026-04-22 - 8:15:47 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2026-04-22 - 8:15:47 PM GMT

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2423301

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Gibson Construction Services LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2423301

Approved by:

Employer	
Gibson Construction Services LLC	
Name (Please Type or Print) Angela R Gibson	**Title**
Signature Electronically Signed	**Date** 04/09/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 04/09/2024

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2423301

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Gibson Construction Services LLC
Company Facility Address	10330 BEN HAMILTON ROAD Grand Bay, AL 36541
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	844625971
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 2423301

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angela R Gibson
Phone Number	2515657273
Fax	
Email	admin@gibsonconstructionllc.com

Company ID Number: 2423301

This list represents the first 20 Program Administrators listed for this company.

Exhibit F

Bond No. B3324619

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Gibson Construction Services, LLC
10330 Ben Hamilton Road
Grand Bay, AL 36541

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496
Mailing Address for Notices

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
3rd Floor, South Tower
Mobile, AL 36602

CONSTRUCTION CONTRACT
Date:

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Description:
(Name and location)
MPD Mounted Unit – Grand Bay Upgrades – Fencing; Project #PD-052A-24

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Gibson Construction Services, LLC

Signature: _____
Name and Title: Michael Gibson, Managing Member

SURETY
Company: *(Corporate Seal)*
The Cincinnati Insurance Company

Signature: _____
Name and Title: Charles E. Carper, IV, Attorney-in-Fact

The Cincinnati Insurance Company CORPORATE SEAL OHIO

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Thompson Insurance, Inc.
3300 Gatsby Lane
Montgomery, AL 36106
334-277-8970

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Architectural Engineering Department
P O Box 1827
Mobile, Alabama, 36633

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
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
Address

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
Address

S-1852/AS 8/10

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

Bond No. B3324619

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Gibson Construction Services, LLC
10330 Ben Hamilton Road
Grand Bay, AL 36541

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496
Mailing Address for Notices

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
3rd Floor, South Tower
Mobile, AL 36602

CONSTRUCTION CONTRACT
Date:

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Description:
(Name and location)
MPD Mounted Unit – Grand Bay Upgrades – Fencing; Project #PD-052A-24

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Gibson Construction Services, LLC

Signature:
Name and Title: Michael Gibson, Managing Member

SURETY
Company: *(Corporate Seal)*
The Cincinnati Insurance Company

Signature:
Name and Title: Charles E. Carper, IV, Attorney-in-Fact

The Cincinnati Insurance Company CORPORATE S E A L OHIO

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Thompson Insurance, Inc.
3300 Gatsby Lane
Montgomery, AL 36106
334-277-8970

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Architectural Engineering Department
P O Box 1827
Mobile, Alabama, 36633

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

Exhibit G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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 Thompson Insurance, Inc. PO Box 11408 Montgomery AL 36111 License#: 79250	**CONTACT NAME:** Harrison Hawke/ Karen McDaniel **PHONE (A/C, No, Ext):** 334-277-8970 **FAX (A/C, No):** 334-271-0491 **E-MAIL ADDRESS:** k.mcdaniel@thomins.com
INSURED Gibson Construction Services, LLC 10330 Ben Hamilton Road Grand Bay AL 36541 GIBSCON-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AlaCOMP **INSURER B :** Midwest Employers Casualty — 23612 **INSURER C :** Frankenmuth Insurance Co. — 13986 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 27626217 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6913417	5/7/2026	5/7/2027	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6913416	5/7/2026	5/7/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	6913417	5/7/2026	5/7/2027	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	PGAL15500 WC-100-0025839-2025A	1/1/2026 1/1/2026	1/1/2027 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	Equipment Floater			6913417	5/7/2026	5/7/2027	Leased/Rented Equip	$250,000

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

Project #PD-052A-24. MPD Mounted Unit – Grand Bay Upgrades – Fencing 6160 Gaston Loop Road West Grand Bay, Alabama 36541. Certificate Holder are Additional Insured in regards to the General Liability, Auto Liability and Umbrella Liability as required by written contract. Waiver of subrogation applies in regards to the General Liability, Auto Liability, Umbrella Liability and Workers Compensation as required by written contract. 30 Day Notice of Cancellation applies to General Liability, Auto Liability, Umbrella Liability and Workers Compensation as required written contract.

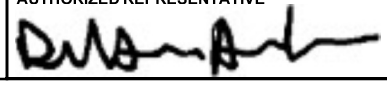
CERTIFICATE HOLDER

City of Mobile
P O Box 1827
Mobile AL 36633-1827
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PREMIER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION 1 - ADDITIONAL INSURED COVERAGES

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage form, except as described below.

A. **Section II – Who Is An Insured** is amended to include any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or written agreement is:

1. Executed in writing before the beginning of the policy period or during the policy period and
2. Prior to an “occurrence” or offense which this insurance applies.

B. The insurance provided to such additional insured only applies to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

C. This insurance only applies if the person or organization is not specifically named as an additional insured under any other provision or endorsement of this policy.

D. Any insurance provided to any additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of their sole negligence or willful misconduct or that of their agents, “employees”, or any other representative of the additional insured.

E. With respect to the insurance provided to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is

1. The amount of insurance required by the contract or agreement; or
2. Available under the applicable Limit of Insurance shown in the Declarations; whichever is less.

This coverage does not increase the applicable Limits of Insurance shown in the Declarations.

F. The insurance coverage provided by this endorsement is limited to:

1. **Broad Form Vendors**

a. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

i. "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;

ii. Any express warranty unauthorized by you;

iii. Any physical or chemical change in the product made intentionally by the vendor;

iv. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

v. Any failure to make such inspection, 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 sale of the product;

vi. Demonstration, installation, servicing or repair operations, except such operations performed as part of the initial set up at the vendor's premises in connection with the sale of the product;

vii. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in anything or substance by or for the vendor.

viii. "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 the exceptions contained in subparagraphs iv or vi; or such inspections, adjustments, test 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.

ix. 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.

2. Any individuals or entities that have **Controlling Interest** in your business, but only 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. This insurance does not apply to structural alterations, new construction and demolition operations by or for that person or organization.

3. Any **Co-owners Of Insured** Premises but only with respect to their liability as co-owner of the premises insured by this policy.

4. Any **Grantor Of Franchise** but only with respect to their liability as grantor of franchise to you.

5. Any **Grantor Of Licenses** but only with respect to their liability as grantor of licenses to you. Their status as additional insured ends when:

   a. The license granted to you by such person(s) or organization(s) expires; or

   b. Your license is terminated or revoked by such person(s) or organization(s) prior to the expiration of the license as stipulated by the contract or agreement.

6. **Owners Or Other Interests From Whom Land Has Been Leased** but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

   However, this insurance does not apply to:

   a. any “occurrence” which takes place after you cease to lease that land.

   b. any structural alterations, new construction or demolition operations performed for, by or on behalf of the additional insured.

7. Any **Lessor Of Leased Equipment** is any person(s) or organization(s) from whom you lease equipment. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. 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.

8. **Manager Or Lessors Of Premises**, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

   This insurance does not apply to:

   a. any "occurrence" which takes place after you cease to be a tenant in that premises, or

   b. for structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

9. **Mortgagee, Assignee Or Receiver** but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for the additional insured.

10. **State Or Governmental Agency Or Subdivision Or Political Subdivision** however this insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision has issued a permit or authorization. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising” arising out of operations performed for the federal government, state or municipality; or “bodily injury” or “property damage” included within the product-completed operations hazard”.

11. **Architect, Engineer Or Surveyor Engaged By You** but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused by, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

    This insurance does not apply to “bodily injury”, “property damage” arising out of the rendering or the failure to render any professional services by or for you; 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 the insured allege negligence or other wrongdoing in the supervision, hiring, employment training, or monitoring of others by this additional insured, if the “occurrence” which caused the “bodily injury” or “property damage’ involved the rendering or the failure to render any professional services by or for you.

12. **Architect, Engineer Or Surveyor Not Engaged By You** but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused by, 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 performed by you or on your behalf. Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

    With respect to the insurance afforded to these additional insureds, the following exclusion applies:

    i. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services, including:

        (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

        (2) Supervisory, inspection or engineering services.

        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 services.

13. **Concessionaires** trading under your name, but only with respect to their liability as a concessionaire trading under your name.

14. **Owners, Lessees or Contractors – Automatic Status When Required In Construction Agreement Including Other Parties and Products-Completed Operations**

    a. Any person or organization for whom you are performing operations or have performed operations. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury”

    b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

i. "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, approval, 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 offence which caused the "personal and advertising injury", involved the rendering or failure to render any professional architectural, engineering, or surveying services.

G. **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 you have agreed in writing in a contract or agreement that this insurance would be primary; and
2. would not seek contribution from any other insurance available to the additional insured.

H. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

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 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.

SECTION 2 - COVERAGE EXTENSIONS

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as described below.

A. **BODILY INJURY – EXPANDED DEFINITION ENDORSEMENT**

Under **Section V – Definitions**, the definition of bodily injury is replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. **PERSONAL AND ADVERTISING INJURY – BROADENED**

1. Paragraph 14.b. of **Section V -- Definitions** is replaced by the following:

c. Malicious prosecution or abuse of process

2. Definition 14 of **Section V -- Definitions** is amended by the addition of the following:

h. Wrongful discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not the result of acts, policy or procedures, or omissions of:

a) The insured;

b) Any executive officer, director, stockholder, partner or member of the insured; or

c) anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

(2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any personal or person(s) by an insured.

(3) Not arising out of any “advertisement” by you.

3. Paragraphs 1. and 2. above do not apply if **Coverage B. Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

C. **AMENDMENT - AGGREGATE LIMITS OF INSURANCE**

The General Aggregate Limit under **Section III – Limits Of Insurance** applies separately to each of your:

1. Projects away from premises owned by or rented to you; and
2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. **BORROWED EQUIPMENT**

1. Exclusion j. Damage to Property of **Section I – Coverage A Bodily Injury And Property Damage Liability** is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site for damage by aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; sinkhole collapse; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; weight of ice, snow or sleet; and windstorm.

2. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

E. **DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT**

Section IV – Commercial General Liability Conditions is amended by the following:

1. The requirement in condition 2.a. of that you must see to it that we are notified of an “occurrence” applies only when the “occurrence” is known to:
   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager if you are a corporation.
2. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is know to:
   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager if you are a corporation.

F. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to **Section IV – Commercial General Liability Conditions** paragraph 6. Representations:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

G. **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**

1. The last paragraph of Paragraph 2., Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or subsequent damages resulting from such fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with permission of the owner. The insurance provided by this paragraph is subject to the Limit displayed in the Declarations. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

2. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:

   a. the Limits of Insurance section of the declarations of the Commercial General Liability Coverage form; and

   b. Paragraph 6. of **Section III - Limits of Insurance**; and

   c. The Damage to Premises Rented to You limit in paragraph 6. of **Section III - Limits of Insurance** is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of **Section III - Limits of Insurance**.

3. This new Damage Limit is amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of **Section III Limits of Insurance, under Coverage A** for damages because of "property damage" to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph 9.a. of the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke and leakage from fire protective systems or subsequent damages resulting from such fire, lightning, explosion, smoke and leakage from fire protective systems while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This provision G. does not apply if Damage to Premises Rented To You is excluded either by provisions of the Commercial General Liability Coverage Form or by endorsement.

H. **HEALTH CARE SERVICES**

1. The definition of "bodily injury" in **Section V - Definitions** is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

2. **Section II - Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.

3. **Section I – Coverage A Bodily Injury and Property Damage Liability** Exclusion e. Employer's Liability Paragraph (1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

4. Health Care Services coverage does not apply if you are engaged in the business or occupation of providing any of the services referred to in 1. above.

I. **MEDICAL PAYMENTS**

1. In paragraph a.(3)(b) of the Insuring Agreement of **Coverage C – Medical Payments (Section I – Coverage)**, one year is changed to three years.

2. Paragraph 2.a., Exclusions, of Coverage C (Section I) is replaced by the following:

   We will not pay expenses for "bodily injury":

   a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation.

3. The Medical Expense Limit in paragraph 7. of **Section III – Limits of Insurance** is replaced by a new Medical Expense Limit, which will be subject to all the terms of **Section III – Limits of Insurance**. The new Medical Expense Limit is an additional $10,000 in excess of Medical Expense Limit provided by the Coverage Part.
4. This provision I. does not apply if Coverage C. Medial Payments is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.

J. **MOBILE EQUIPMENT**

Under the **Section V - Definitions**, Paragraph f.(1)(a), (b) and (c) of Mobile Equipment does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

K. **NEWLY FORMED OR ACQUIRED ORGANIZATION**

1. In paragraph 3.a. of **Section II -- Who Is An Insured**, 90th day is changed to 180th day.
2. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provision of the Commercial General Liability Coverage Form or by an applicable endorsement.

L. **EXTENDED NON-OWNED WATERCRAFT**

Paragraph (2) of Exclusion g. of **Section I – Coverage A Bodily Injury And Property Damage Liability** is deleted and replaced with the following:

A watercraft you do not own that is less than 76 feet long and not being used by you to carry persons or property for a charge.

M. **SUPPLEMENTARY PAYMENTS**

In the Supplementary Payments – Coverages A and B provision:

1. The limit for cost of bail bonds is increased from $250 to $5,000.
2. The limit for loss of earnings is increased from $250 a day to $1,000 a day.

N. **LIBERALIZATION PROVISION**

The following condition is added to **Section IV – Commercial General Liability Conditions**:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will apply immediately to this policy.

O. **EXTENDED CONTRACTUAL LIABILITY – RAILROAD PROPERTY**

Paragraph 9.f.(1) of **Section V – Definitions**, is deleted in its entirety, expanding indemnification of railroads.

P. **EXTENDED PROPERTY DAMAGE TO ALIENATED PREMISES**

Exclusion j.(2) Damage to Property of **Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced with the following:

Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Q. **EXPANDED DEFINITION OF POLLUTANTS**

1. Paragraph 15 of **Section V – Definitions**, is replaced with the following:

   "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

   However, carbon monoxide, soot, smoke or other gaseous by-products or particulate directly from incomplete combustion or inadequate ventilation present within a building or structure directly arising from the use and/or operation on any on-premises equipment and/or machinery, including, but not limited to a fireplace, heating ventilation air conditioning, laundry, water heating, and food preparation equipment and/or machinery, constructed, installed or serviced by "you" or on "your" behalf shall not be deemed a "pollutant".
2. The expanded definition of pollutants does not apply if the Total Pollution Exclusion Endorsement is attached to this policy.

SECTION 3 - ADDITIONAL COVERAGES

A. ELECTRONIC DATA LIABILITY

1. Exclusion 2.p. of **Coverage A – Bodily Injury And Property Damage Liability** in Section 1 – Coverages is replaced by the following:

   2. Exclusions

   This insurance does not apply to:

   p. Access or Disclosure of Confidential or Personal Information and Data-related Liability Damages arising out of:

      (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

      (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

   This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

   However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

2. The following is added to Exclusion 2.p. of Coverage A – Bodily injury And Property Damage Liability in Section 1 – Coverage:

   2. Exclusions

   This insurance does not apply to:

   Access Or Disclosure Of Confidential Or Personal Information

   "Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

   This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

3. The following is added to **Section III – Limits Of Insurance**:

   The most we will pay for the sum of all damages covered under the Loss of Electronic Data Liability is displayed in the Schedule of this endorsement. The Annual Aggregate Limit starts with the beginning of the policy period shown in the Declarations. This coverage is excess if there is any other Electronic Data Liability attached to this policy by endorsement.

4. The following definition is added to **Section V - Definitions**:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

5. For the purposes of the coverage provided by this endorsement, Definition 17. in S**ection V – Definitions** Section is replaced by the following:

   "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

   c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

      For the purposes of this coverage, "electronic data" is tangible property.

B. LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

1. Exclusion 2.g. Aircraft, Auto Or Watercraft under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

   This insurance does not apply to:

   g. Aircraft, Auto or Watercraft

      (1) Unmanned Aircraft

      "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

      This Paragraph g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

      This Paragraph g.(1) does not apply to "unmanned aircraft" described in the Schedule, but only with respect to the operation(s) described in the Schedule.

      (2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

      "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

      This Paragraph g.(2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

      This Paragraph g.(2) does not apply to:

      (a) A watercraft while ashore on premises you own or rent;

      (b) A watercraft you do not own that is:

         (i) Less than 26 feet long; and

         (ii) Not being used to carry persons or property for a charge;

      (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

      (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

      (e) "Bodily injury" or "property damage" arising out of:

         (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

         (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

2. The following is added to the **Section III – Limits of Insurance**:

   The most we will pay for the sum of all “bodily injury” and “property damage” damages covered under the Limited Coverage for Designated Unmanned Aircraft is displayed in the Schedule of this endorsement. The Annual Aggregate Limit starts with the beginning of the policy period shown in the Declarations.

3. The following definition is added to **Section V - Definitions**:

   "Unmanned aircraft" means an aircraft that is not:

   a. Designed;

   b. Manufactured; or

   c. Modified after manufacture;

   to be controlled directly by a person from within or on the aircraft.

C. VOLUNTARY PROPERTY DAMAGE EXPENSE COVERAGE

1. **Insuring Agreement**

   a. We will reimburse you for "property damage" claims directly arising from "your work" for a "client".

      The amount of such reimbursement is limited as described in the Limits Of Insurance section. No other obligation or liability to pay sums or perform acts or services is covered.

   b. This insurance applies only if:

      (1) "Your work" was performed by you or an "employee" and was done with the express knowledge of the insured;

      (2) "Your work" was performed during the policy period;

      (3) You reasonably determine, and “we” agree, that payment in the amount of the "property damage" to the "client" for "your work" is necessary;

      (4) You have received a notarized notification of a demand for remuneration from the "client" by mail within 90 days after the work was performed.

   c. This insurance only applies to “property damage” while “your work” is being performed.

   d. We shall have no duty nor obligation to defend the insured or perform acts or services.

2. **Exclusions**

   This insurance does not apply to:

   a. "Your work" performed at any location owned by, rented or leased to the insured;

   b. Work performed by a subcontractor; or

   c. Property damage (other than “your work”) excluded under Bodily Injury And Property Damage Liability in the Coverages section.

3. The following is added to the **Section III – Limits of Insurance:**

   The most we will reimburse you for the sum of all damages covered under the Voluntary Property Damage Expense Coverage because of "your work" is displayed in the Schedule of this endorsement. The Annual Aggregate Limit starts with the beginning of the policy period shown in the Declarations. This coverage is excess if there is any other Voluntary Property Damage Expense Coverage attached to this policy by endorsement.

4. The following condition replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Section IV – Commercial General Liability Conditions)** for the Voluntary Property Damage Expense Coverage:

   You must notify us as soon as possible of the notification from your "client" of a demand for remuneration for "property damage" resulting from "your work". The notice should include:

   a. A notarized letter from the "client" of the work deemed necessary to be changed;

   b. The names and addresses of the affected "clients"

   c. A written description by you of how, when and where the event occurred; and

   d. A cancelled check or money order written to the "client".

   “You” must submit to examination under oath in matters connected with the loss as often as “we” reasonably request and give “us” sworn statements of the answers. If more than one person is examined, “we” have the right to examine and receive statements separately and not in the presences of others.

   At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of the loss claimed. You are required to cooperate with us in the review of the reimbursement.

5. **Definition:** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premise and have billed for your service.

D. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

This coverage is subject to the provisions applying to the Commercial General Liability Coverage Form, except as provided below.

1. **Insuring Agreement**

   a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in paragraph 3. Limit Of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

   b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the “coverage territory" during the policy period because:

      i. You determine that the "product withdrawal" is necessary; or

      ii. An authorized government entity has ordered you to conduct a "product withdrawal".

   c. We will reimburse "product withdrawal expenses" only if:

      i. The expenses are incurred within one year of the date the "product withdrawal" was initiated;

      ii. The expenses are reported to us within one year of the date the expenses were incurred.

   d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

      i. When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

      ii. When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

   e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

   f. With respect to products of which "your product" is a component part, we will only reimburse you the amount to replace, repair or repurchase "your product".

2. **Exclusions**

   This insurance does not apply to "product withdrawal expenses" arising out of:

   a. **Breach Of Warranty And Failure To Conform To Intended Purpose**

      Any "product withdrawal" initiated due to the failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

   b. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

      Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

   c. **Deterioration, Decomposition Or Chemical Transformation**

      Any "product withdrawal" initiated due to the transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

      i. An error in manufacturing, design, or processing;

      ii. Transportation of "your product"; or

      iii. "Product tampering".

   d. **Goodwill, Market Share, Revenue, Profit Or Redesign**

      The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

   e. **Expiration Of Shelf Life**

      Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. **Known Defect**

A "product withdrawal" initiated due to a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Limited Product Withdrawal Expense Coverage was first issued to you or prior to the time "your product" leaves your control or possession.

g. **Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

i. Banned from the market by an authorized government entity prior to the policy period; or

ii. Distributed or sold by you subsequent to any governmental ban.

h. **Defense Of Claim**

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

i. **Third-party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

j. **Pollution-related Expenses**

Any loss, cost or expense due to any:

i. Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

ii. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

3. **Limit of Insurance**

a. The Aggregate Limit of Insurance shown in the Schedule of Limits and the rules below fix the most we will pay regardless of the number of:

i. Insureds;

ii. "Product withdrawals" initiated;

iii. Number of "your products" withdrawn;

b. **Deductible And Participation Percentage Provisions**

i. **Deductible**

We will only pay for the amount of:

(1) "Product withdrawal expenses" which are in excess of the deductible amount, shown in the Schedule of Limits of this endorsement. The deductible applies separately to each "product withdrawal". The limits of insurance will not be reduced by the amount of this deductible.

(2) We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

ii. **Participation Percentage**

You agree to participate in the payment of "product withdrawal expenses" which are in excess of the deductible, to the extent of the Participation Percentage indicated in the Schedule of Limits of this endorsement. The Participation Percentage applies separately to each "product withdrawal". You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it The Limit of Insurance of this Coverage applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

4. **Product Withdrawal Conditions**

   a. **Duties In The Event Of A Product Withdrawal**

      i. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal" or a claim. To the extent possible, notice should include:

         (1) How, when and where the "defect" was discovered;

         (2) The names and addresses of any injured persons and witnesses; and

         (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

      ii. If a "product withdrawal" is initiated, you must:

         (1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and

         (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

      iii. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

      iv. You and any other involved insured must:

         (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;

         (2) Authorize us to obtain records and other information; and

         (3) Cooperate with us in our investigation of the “property withdrawal”.

   b. **Concealment Or Fraud**

      We will not provide coverage for “product withdrawal expense” to you, or any other insured, who at any time:

      i. Engaged in fraudulent conduct; or

      ii. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

   c. **Other Insurance**

      This coverage is excess if there is any other Limited Product Withdrawal Expense Coverage attached to this policy by endorsement.

5. The following definitions are added to **Section V - Definition:**

   a. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

   b. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

   c. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product". When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with. For the purposes of this insurance, electronic data is not tangible property.

   For the purposes of this insurance, electronic data is not tangible property.

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD- ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

   d. "Product withdrawal" means the recall or withdrawal:

      i. From the market; or

ii. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD- ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

e. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

i. Cost of replacing "your product", repairing the "defect" in "your product" or repurchasing "your product" for your initial purchase price, whichever is less;

ii. Costs of notification;

iii. Costs of stationery, envelopes, production of announcements and postage or facsimiles;

iv. Costs of overtime paid to regular non-salaried employees and costs incurred by such employees, including costs of transportation and accommodations;

v. Costs of computer time;

vi. Costs of hiring independent contractors and other temporary employees;

vii. Costs of transportation, shipping or packaging;

viii. Costs of warehouse or storage space; or

ix. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your initial purchase price or your cost to produce the products.

f. "Profit" means the positive gain from business operation after subtracting for all expenses.

g. "Your product" means:

i. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

E. EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as provided below.

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

i. The amount we will pay for damages is limited as described in Paragraph 5. (**Section III – Limits Of Insurance**); and

ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

2. **Exclusions**

This insurance does not apply to:

a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

c. **3rd Party Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

i. Failure of any investment to perform;

ii. Errors in providing information on past performance of investment vehicles; or

iii. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. **Workers' Compensation And Similar Laws**

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. **Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. For the purposes of the coverage provided by this endorsement all references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.

4. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of **Section II – Who Is An Insured** are replaced by the following:

a. Each of the following is also an insured:

i. Each of your "employees" who is or was authorized to administer your "employee benefit program".

ii. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

iii. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

i. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

ii. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

5. **Limits of Insurance**

For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

a. The Limits of Insurance shown in the Schedule of Limits and the rules below is the most we will pay regardless of the number of:

i. Insureds;

ii. "Claims" made or "suits" brought;

iii. Persons or organizations making "claims" or bringing "suits";

iv. Acts, errors or omissions; or

v. Benefits included in your "employee benefit program".

b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

i. An act, error or omission; or

ii. A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program". The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached.

6. **Deductible**

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

i. Our right and duty to defend any "suits" seeking those damages; and

ii. Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

7. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions are replaced by the following:**

   a. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

      i. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

         (1) What the act, error or omission was and when it occurred; and

         (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

      ii. If a "claim" is made or "suit" is brought against any insured, you must:

         (1) Immediately record the specifics of the "claim" or "suit" and the date received; and

         (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

      iii. You and any other involved insured must:

         (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

         (2) Authorize us to obtain records and other information;

         (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

         (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

      iv. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

   b. **Other Insurance**

      This coverage is excess if there is any other Employee Benefit Liability attached to this policy by endorsement.

8. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Section V - Definitions**:

   a. "Administration" means:

      i. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

      ii. Handling records in connection with the "employee benefit program"; or

      iii. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program". However, "administration" does not include handling payroll deductions.

   b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

   c. “Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

   d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

      i. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

ii. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

iii. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

iv. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

9. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in **Section V - Definitions** Section are replaced by the following:

a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

i. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

ii. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

SECTION 4 – OPTIONAL COVERAGES

If shown as included in the Schedule of Coverages, the following Optional Coverage may also apply. These coverages are subject to the terms, exclusions and conditions applicable to the Commercial General Liability Coverage and this endorsement.

A. HIRED AND NON-OWNED AUTO LIABILITY COVERAGE

1. Insurance is provided only for these coverages, but only if you do not have any other insurance available to you which affords the same or similar coverage.

a. **Hired Auto Liability**

The insurance provided under **Section I – Coverage A Bodily Injury and Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business for the limits provided in the Schedule of Limits of this endorsement.

b. **Non-owned Auto Liability**

The insurance provided under **Section I - Coverage A Bodily Injury and Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the use of any “non-owned auto” in your business by any person for the limits provided in the Schedule of Limits of this endorsement.

2. With respect to the insurance provided by this endorsement: Subparagraphs c., e., g., h., j., k., l., m., and n. of paragraph 2. **Exclusions of Section I - Coverage A Bodily Injury and Property Damage Liability** are replaced by the following:

This insurance does not apply to:

a. **“Bodily injury”:**

i. To an “employee” of the insured arising out of and in the course of employment by the insured or performing the duties related to the conduct of the insured business or

ii. To the spouse, child, parent, brother or sister of that “employee” as a consequence of 1.a.(1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an “insured contract”; or

(2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. **"Property damage**" to:

i. Property owned or being transported by, or rented or loaned to the insured; or

ii. Property in the care, custody or control of the insured.

3. **Section II – Who is an Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below.

a. You;

b. Any other person using a "hired auto" with your permission;

c. With respect to a "non-owned auto", any partner or "executive officer" of yours, any "employee" of yours; but only while such "non-owned auto" is being used in your business; and

d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

e. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

f. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

g. Any person while employed in or otherwise engaged in duties in connection with an "auto business" including an "auto business" you operate.

h. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;

i. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

4. **Section III – Limits of Insurance** Paragraph 2.b. is replaced by the following:

a. Damages under Coverage A and Coverage B, except damages because of:

i. Injury and damage included in the "products-completed operations hazard"; or

(1) "Bodily injury" or "property damage" arising out of the:

(2) Maintenance or use of a "hired auto" by you or your "employee" in the course of your business; or

(3) Use of any "non-owned auto" in your business by any person other than you.

5. **Definitions**

a. The following additional definitions apply:

i. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

b. Paragraph 9. "Insured contract" is changed by the addition of the following:

ii. "Insured contract" means the part of any contract or agreement entered into as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto".

iii. Does not include that part of any contract or agreement:

(1) That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

(2) That holds a person or organization, engaged in the business of transporting property by "auto" for hire, harmless for your use of a covered "auto" over a route or territory that that person or organization is authorized to serve by public authority.

c. “Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

d. “Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow that is used in connection with your business. This includes any “auto” owned by your “employees” or partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

B. LIMITED WORK SITE POLLUTION LIABILITY

The following is added to **Section I – Coverages:**

COVERAGE D – LIMITED WORK SITE POLLUTION LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” or “clean-up costs” because of “environmental damage” which directly results from physical injury to tangible property to which this insurance applies. We have the right and duty to defend any “suit” seeking those damages. We may at our discretion investigate any “pollution incident” and settle any claim or “suit” that may result. But:

i. The amount we will pay for damages and “clean-up costs” is limited as described in **Section III – Limits of Insurance** of this endorsement; and

ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or “clean-up costs”.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to “bodily injury”, “property damage” and “environmental damage” that arises out of a “pollution incident”;

i. On or from “your work site” in the “coverage territory”;

ii. That occurs during the policy period;

iii. That is demonstratable as beginning and ending within 72 hours; and

iv. That is sudden and accidental.

2. **Exclusions**

The insurance provided by this endorsement does not apply to:

a. **Expected or Intended**
“Bodily injury”,” property damage” or “environmental damage” expected or intended from the standpoint of the insured.

b. **Contractual Liability**
“Bodily injury”,” property damage” or “environmental damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. **Workers’ Compensation and Similar Laws**
Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

d. **Bodily Injury to Employees**

“Bodily injury” to

i. employees of the insured arising out of and in the course of employment by the insured; or performing duties related to the conduct of the insured’s business;

ii. The spouse, child, parent, brother or sister of that employee as a consequence of i. above.

This exclusion applies whether or not the insured may be liable as an employer, or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. **Damage to Property or Environment**

“Property damage” or “environmental damage” to:

i. A “waste facility”;

ii. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

iii. Premises you sell give away or abandon, if the "environmental damage" arises out of any part of those premises;

iv. Property loaned to you; or

v. Personal property in the care, custody or control of the insured.

f. **Products-Completed Operations Hazard**

"Bodily injury"," property damage" or "environmental damage" included in the "products-completed operations hazard" and arising out of an emission, discharge, release or escape which originates away from insured's jobsite.

g. **Offshore Facility**

"Bodily injury"," property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended in 1978 or any deep-water port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.

h. **Closed Waste Sites**

"Bodily injury"," property damage" or "environmental damage" arising out of a "pollution incident" from an insured's jobsite or any part of the insured's jobsite that was used by you for the storage, disposal, processing or treatment of waste materials and was:

i. Sealed off, closed, abandoned or alienated prior to the inception of this coverage; or

ii. Sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.

i. **Aircraft, Auto, Rolling Stock or Watercraft**

"Bodily injury"," property damage" or "environmental damage" arising out of:

i. the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. User includes operations and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "pollution incident" which caused the "bodily injury", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft that is owned or operated by or rented or loaned to any insured.

ii. The transportation of "mobile equipment" by an "auto" owned, or operated by or rented or loaned to any insured; or

iii. The use of "mobile equipment" in or while in practices or preparation for, a prearranged racing, speed, or demolish contest or in an any stunting activity.

iv. This endorsement does not apply to "bodily injury", "property damage", or "environmental damage" arising out of the operation of any of the equipment listed in paragraph f. (2) or f. (3) of "Mobile equipment", paragraph 12 in **SECTION V – DEFINITIONS**.

j. **Wells**

"Bodily injury"," property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

k. **Failure To Comply With Environmental Laws**

"Bodily injury"," property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

i. The insured; or

ii. You or any of your members, managers, partners or "executive officers".

l. **Acid Rain**

"Bodily injury"," property damage" or "environmental damage" arising out of acid rain.

m. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

n. **Underground Storage Tanks**

"Bodily injury"," property damage" or "environmental damage" arising out of the emission, discharge, release or escape of "pollutants" from an underground storage tank, pipes and or pumps. This includes underground storage tanks, pipes and pumps below the lowest building level or beneath ground outside of a building or structure.

o. **Pollutants**

"Bodily injury"," property damage" or "environmental damage" on or from any of "your work sites", on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are not brought on or to "your work site" by such insured, contractor, or subcontractor.

3. **Supplementary Payments**

For the purposes of the coverage provided by this endorsement all references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and D.

4. **Limits of Insurance**

For the purposes of the coverage provided by this endorsement, **Section III – Limits of Insurance** is replaced by the following:

a. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

i. Insureds;

ii. Claims made or "suits" brought;

iii. Persons or organizations making claims or bringing "suits"; or

iv. Governmental actions taken with respect to "clean-up costs".

b. The Aggregate Limit is the most we will pay for the sum of all "bodily injury", "property damage", and all "clean-up costs" incurred because of "environmental damages".

c. Subject to the Limited Work Site Pollution Liability Aggregate Limit, the Each Occurrence Limit displayed on the Schedule of Coverages is the most we will pay for all "bodily injury", "property damage", and all "clean-up costs" incurred because of "environmental damages".

d. Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached.

5. **Deductible**

   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible stated in the Schedule. The limit of insurance shall not be reduced by the amount of this deductible.

   b. The deductible amount stated in the Schedule applies to all damages.

   c. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

6. **Other Insurance**

   Paragraph 4. of **SECTION IV – CONDITIONS** is amended as follows:

   All references to Coverages A or B are amended to read Coverages A, B, or D.

7. **Definitions**

   The following definitions are added to **SECTION V – DEFINITIONS:**

   a. "Clean-up costs" means expenses to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants".

   b. "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any water course or body of water.

   c. "Pollution Incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" from "your work site" provided that such emission, discharge, release, or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release, or escape shall be deemed to be one "pollution incident".

   d. "Waste facility" means any site to which waste from the operations of "your work site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provide that such site is not and never was owned by, rented or loaned to you.

   e. "Your work site" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are working. "Your work site" does not include any premises, site or location which current is or was, at the time you or any contractors or subcontractors working directly or indirectly on your behalf were working on such premises, site or location, owned or occupied by or rented or loaned to you.

C. CONTRACTORS ERRORS AND OMISSIONS LIABILITY COVERAGE

Notice: This insurance coverage is provided on a claims-made basis. Coverage is limited to liability for damages for which "claims" are first made against the insured while this insurance is active. Please read the entire coverage provision carefully.

1. **Insuring Agreement**

   a. We will pay on behalf of the insured all sums the insured must pay as damages for faulty workmanship, material, design or products. The damages must have resulted from the insured's error, omission or negligent act while acting in your business capacity as described in the Schedule of this endorsement or from a defect in material, or in a product sold or installed by the insured while acting in this capacity.

   b. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for damages not covered by this endorsement. We may investigate and settle any claim or suit as we consider appropriate.

   c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under 3. Supplemental Payments of this coverage. However:

      i. We will pay with respect to any claims we settle, or any suit against the insured we defend, "defense expense" incurred by us, or by the insured with our consent; and

      ii. Payments of "defense expense" are included in the Limit of Insurance shown in the Schedule and described in 5. Limits of Insurance.

2. **Exclusions**

We will not pay for any claim resulting from:

a. **Asbestos and Lead**

Damages arising out of, attributable to, or in any way related to asbestos, or lead, in any form or transmitted in any manner.

b. **Bankruptcy**

Damages arising out of your insolvency or bankruptcy.

c. **Bodily Injury, Personal and Advertising Injury, and Property Damage**

i. "Bodily injury", "personal injury and advertising injury", or

ii. "Property damage" to property other than "your product", "your work" or "impaired property".

d. **Bridges and Dams**

Activities in connection with bridges exceeding 150 feet in length, or dams.

e. **Contractual**

Liability of others assumed by the insured by agreement under any contract, whether oral or in writing, unless such liability would have attached to the insured even in the absence of such agreement.

f. **Delay**

Any delay or failure to complete a contract or project, or to complete a contract or project on time.

g. **Electronic Data**

Damage arising out of the loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

h. **Estimates, Financing and Legal Work**

Loss because of an error or omission;

i. In the preparation of estimate of probable job costs, or cost estimates being exceeded; estimate of profit or return on capital;

ii. On advising or failure to advise on financing of the work or project; and

iii. In advising or failure to advise on any legal work, title checks, form of insurance; or suretyship.

i. **Intellectual Property**

Damages which arise out of infringement of copyright or trademark or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

j. **Intentional Injury**

Dishonest, fraudulent, criminal or malicious acts intentionally committed by the named insured or by any partner or "executive officer" or at the direction of any of these parties. Also, any injury which is expected or intended by the insured, including damages of a greater degree or result than expected or intended.

k. **Manufacturers' warranties**

Express manufacturer's warranties or guarantees.

l. **Non-compensatory Damages**

i. Any punitive or exemplary damages. However, if a lawsuit is filed against the insured which alleges both compensatory and punitive/exemplary damages, we will defend the entire lawsuit with the understanding that we will pay only the covered compensatory damages; and

ii. Any fines or penalties.

m. **Owned or Rented Property**

Any liability arising from "property damage" to property owned, rented or leased by the insured.

n. **Pollutants**

i. Damages which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, release or escape of pollutants at any time.

ii. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

iii. Pollutants means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

iv. This exclusion does not apply to damages caused by heat, smoke or fumes from a hostile fire:

(1) At or from premises you own, rent or occupy; or

(2) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the pollutants are brought on or to the site or location in connection with such operations.

As used here, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

o. **Prior Acts**

Any liability arising from negligent acts, errors, omissions or defect that were committed or existed prior to the Retroactive Date shown in the Schedule.

p. **Prior to Completion**

Any damages before you have completed your work. Your work will be deemed completed at the earliest of the following times:

i. When all the work called for in your contract or work order has been completed,

ii. When all of the work to be done at the jobsite has been completed if your contract calls for work at more than one jobsite,

iii. When that part of the work done at a jobsite has been put to is intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, will be treated as completed.

q. **Products**

Any liability arising from "property damage" to products that are still in your physical possession.

r. **Professional Liability**

i. Any liability arising out of the rendering or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

ii. Subject to iii. Below, professional services include:

(1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or drawings and specifications; and

(2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

iii. Professional services do not include services with construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

s. **Profit**

Your loss of profit or expected profit.

t. **Related Enterprises**

For claims made against the insured by a business enterprise (or its assignees) which is wholly or partly owned operated or managed by the insured or which has directly or indirectly an interest in the ownership or management of the named insured.

For claims made against the insured arising out of services performed by or on behalf of a joint venture.

u. **Right of Action**

Any liability arising from "claims" or "suits" where the right of action against the insured has been relinquished or waived.

v. **Subcontracted Work**

Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

w. **Substitution**

A decision to substitute a material or product for one specified on blueprints, work orders, contracts, or engineering specifications unless there has been written authorization.

3. **Supplemental Payments**

In addition to 5. Limits of Insurance we will also pay:

a. Premiums on appeal bonds in any suit we defend and agree to appeal. We do not have to furnish these bonds.

b. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our Limit of Insurance. We do not have to furnish these bonds.

c. All interest accruing after the entry of a judgement in a suit we defend. Our duty to pay interest ends when we pay or tender our Limit of Insurance

d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

4. **Who Is An Insured**

If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insured, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insured, but only with respect their duties as your officers or directors. Your stockholder are also insured, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

5. **Limit of Insurance**

a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

i. Insureds;

ii. Claims made or "suits" brought; or

iii. Persons or organizations making claims or bringing "suits".

b. The Annual Aggregate Limit shown in the Schedule is the most we will pay for the sum of all "claims" made during the policy period including "defense expenses".

c. Subject to the Annual Aggregate Limit, the Each Claim Limit shown in the Schedule is the most we will pay for damages for any one "claim" including "defense expenses". Any related "claim" resulting from any one negligent act, error or omission or defect will be considered one "claim".

d. We will pay:

i. If you made the repairs, 80% of:

(1) Your normal and customary labor charges; and

(2) Your retail cost of materials.

ii. If the repairs are made by others, the actual cost of repairs.

e. For errors in contract or job specifications or in recommendations of products and materials to be used, this endorsement will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendation or specifications been made.

6. **Deductible Clause**

a. A mandatory deductible will apply to each claim payable under this endorsement. The applicable deductible is shown in the Schedule.

b. Our obligation to pay damages on your behalf applies only to the amount of damage in excess of the deductible amount stated in the Schedule. The limit of insurance will not be reduced by the application of deductible.

c. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. **Extended Reporting Period**

a. You have the right to the Extended Reporting Periods described below if coverage is cancelled for any reason other than non-payment of premium. Once in effect, extended reporting periods may not be terminated. Claims must be reported to us prior to the expiration of the extended reporting period.

i. An automatic 30-day extended reporting period will apply; and

ii. A 12-month extended reporting period may be purchased for an additional charge. You must pay the required additional premium within 60 days after the expiration date of this coverage.

b. Extended reporting periods apply solely to claims arising out of errors, omissions or negligent acts first committed or defects which existed prior to the end of the coverage period stated in the Declarations.

c. Extended reporting periods do not extend the coverage period or change the scope of coverage provided.

8. **Conditions**

a. Notice of Claim or Suit

You must notify us or our agent as soon as possible when you receive information as to your alleged error, omission, negligent act or a defect. You must also give us full particulars of any claim arising therefrom. You must immediately forward to us every summons or other process received by you.

b. Assistance and Cooperation of the Insured

You and any other insured, must cooperate with us and, upon our request, attend hearings and trials and assist in effective settlements, securing and giving evidence, and obtaining the attendance of witnesses in the conduct of suits. You and other insured must not voluntarily make any payment, assume any obligation or incur any expense except at your or the other insured's own cost.

We may pay all or part of any damages to effect settlement of a claim or suit.

9. **Other Insurance**

This insurance does not apply to a claim or any part of a claim if there is other valid and collectible insurance available to the insured. Performance bonds shall not be considered insurance available to the insured. However, if there is other errors and omissions insurance, we will pay only our share of the payments we owe under this endorsement. Our share is the proportion that the limit of this coverage to the total of the limits of all such policies.

10. **Transfer of Rights of Recovery Against Other to Us**

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the loss or damage to impair them.

11. **Changes**

This endorsement contains all the agreements between you and us. Its terms may not be changed or waived except by us.

Our agent's knowledge will be considered our knowledge. If before a claim is made or suit is brought, our agent knows something which violates a coverage condition, this will not void the coverage or defeat a recovery for a claim.

12. **Transfer of Your Interest in This Endorsement**

Your rights and duties under this endorsement may not be assigned without our written consent.

13. **Definitions**

a. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition;

i. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

ii. Regarding web sites, only that part of a web site that is about your goods, products or service for the purposes of attracting customers or supporters is considered an advertisement.

b. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

c. “Claims” means a demand or “suit” which seeks money damages, including consequential resulting loss, for:

i. “Property damage” to “your product”;

ii. “Property damage” to “your work”;

iii. “Property damage” to “impaired property”; or

iv. Loss, cost or expense for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of;

(1) “Your product”;

(2) “Your work”; or

(3) “Impaired property”; if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it. However, this does not include “normal or customary adjustments” to “your product” or “your work” after installation; caused by faulty workmanship, material or design.

d. “Defense expense” means reasonable and necessary expenses that result from the investigation, settlement, or defense of a specific claim, including;

i. Attorney and paralegal fees and expenses;

ii. Costs of legal proceedings;

iii. Costs taxed against any insured in a suit; and

iv. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit.

“Defense expense” does not include salaries and expenses of our employees, including employed attorneys, salaries and expenses of the insured’s employees, fees and expenses of independent adjusters we hire, and expenses specifically provided for under C. Supplemental Payments.

e. “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, including systems and applications, software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media as used with electronically controlled equipment.

f. “Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:

i. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or

ii. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of “your product” or “your work” or your fulfilling the terms of the contract or agreement.

g. “Normal and customary adjustments” means those operations and expenses routinely engaged in or incurred after the installation of “your work” or “your product” to render it fully functional and /or efficient and anticipated in your installation contract.

h. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

i. False arrest, detention or imprisonment;

ii. Malicious prosecution;

iii. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

iv. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

v. Oral or written publication, in any manner, of material that violates a person's right to privacy;

vi. The use of another's advertising idea in your "advertisement"; or

vii. Infringing upon another's copyright, trade dress or slogan in your 'advertisement".

i. "Property damage" means:

i. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

ii. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, electronic data is not tangible property.

j. "Suit" means a civil proceeding in which money damages because of "claims" to which this insurance applies are alleged. "Suit" includes:

i. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;

ii. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or

iii. An appeal of a civil proceeding.

k. "Your product"

i. Means

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by;

(a) You;

(b) Other trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

ii. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product" and

(2) The providing of or failure to provide warnings or instructions.

iii. Does not include vending machines or other property rented to or located for the use of others but not sold.

l. "Your work":

i. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

ii. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS SCHEDULE CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND AUTO PREMIER ENDORSEMENT COVERAGE SCHEDULE

This Schedule is used in conjunction with the Business Auto Policy Declaration when the Business Auto Policy includes the Diamond Auto Premier Endorsement. This Schedule supplements the Business Auto Policy Declaration. This is a summary of the additional coverages provided by the Diamond Auto Premier Endorsement, for complete details on specific coverages consult the actual endorsement.

SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

Coverage Description	Coverage Enhancement
Subsidiaries As Insureds	Included
Newly Formed Or Acquired Organizations	Broadened
Employees As Insureds	Broadened
Hired Auto Liability For Employees	Included
Automatic Additional Interest	Included
Primary And Noncontributory	Included
Automatic Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included

SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

Coverage Description	Coverage Enhancement or Limit of Liability
Bodily Injury Coverage Extension – Mental Anguish	Broadened
Certain Trailers And Temporary Substitute Autos Coverage Extension	5,000 GVW
Coverage For Certain Operations In Connection With Railroads	Included
Covered Autos Mobile Equipment Coverage Extension	Included
Drive Other Car – Automatic Coverage For Executive Officers	Included
Expected Or Intended Injury Coverage Extension	Included
Family Emergency Travel Reimbursement	$400 per Day / $3,000 Maximum
Fellow Employee Coverage Extension	Included
Pollution Liability Additional Coverage *This additional coverage does not apply to "autos" garaged in Vermont if Vermont Changes form 19352 is attached to the policy.*	$10,000 per "Accident" / $10,000 Aggregate
Supplementary Payments – Bail Bonds Coverage Extension	$5,000
Supplementary Payments – Loss Of Earnings Per Day Coverage Extension	$1,000 per day

SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES

Physical Damage Extensions And Additional Coverages are only available for "autos" with Comprehensive or Specified Causes Of Loss, and Collision physical damage coverages.

Coverage Description	Coverage Enhancement or Limit of Liability
Airbag Coverage Additional Coverage	Included
Audio, Visual And Electronic Data Equipment Coverage Extension	$3,000

Auto Replacement Option	$2,500 per Auto / $5,000 per “Accident”
Business Interruption Additional Coverage	$10,000 per "Accident" / $20,000 Maximum
Deductible Waived – Multiple Policies With Us	Included
Deductible Waived – Collision Of Parked Auto	Included
Deductible Waived – Glass	Included
Fire Department Service Charge	$1,000 per “Accident”
Fire Extinguisher Recharge	Included
Hired Auto Loss Of Use	$3,500 Maximum
Hired Auto Physical Damage – Employee As Lessor	Included
Hired Auto Physical Damage Including Trailers	$125,000 Maximum
Loan/Lease Gap	Included
Lock Replacement Including Emergency Lock Out	$1,000 Maximum
Personal Property Coverages Personal Effects Personal Property Of Others Personal Property Used In Your Business	$5,000 per “Accident”
Replacement Cost – Private Passenger Autos	24 Months 24,000 Miles
Replacement Costs – Trucks Up To 20,000 GVW	12 Months 15,000 Miles
Transportation Expense Extension (Including Rental Reimbursement)	$2,500 Maximum
Towing Expense	$250 Private Passenger $750 All Other Vehicles
Vehicle Sign And Wrap Coverage	$2,000 Maximum Additional per “Accident”

SECTION 4 – CHANGES IN CONDITONS

Coverage Description	Coverage Enhancement
Duties In The Event Of Accident, Occurrence, Claim Or Suit	Broadened
Liberalization	Included
Unintentional Failure To Disclose Hazards / Concealment Misrepresentation Or Fraud	Broadened

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the provisions applying to the Business Auto Coverage Form, except as described below.

SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

A. SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Subsidiaries As Insureds

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Coverage. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.

2. Automatic Insured Status for Newly Formed or Acquired Organizations

Any organization that is newly acquired or formed by you and over which you maintain majority ownership will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to:

(1) Newly formed or acquired joint ventures or partnerships;

(2) "Bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization; and

(3) Any insured under any other automobile liability policy or would be an insured under such a policy but for the termination of coverage or the exhaustion of policy liability limits of insurance.

3. Employees as Insureds

Your "employees" are insureds while using a covered "auto" in your business or your personal affairs, provided you do not own, hire, or borrow that "auto".

4. Hired Auto Liability For Employees

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

5. Automatic Additional Interest

Any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident".

This person or organization is an Additional Insured to the extent you are liable for an "accident" caused in whole or in part, using a covered "auto" being driven by you or any "insured".

B. Primary and Noncontributory – Other Insurance Condition

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.5. Other Insurance Condition** is changed. The following is added to the and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

a. The Additional Insured is a Named Insured under such other insurance; and

b. 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.

2. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as additional insured on other policies.

3. The most we will pay on behalf of the Additional Insured is the amount of insurance required in writing in a contract or agreement; or available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

C. Automatic Waiver of Transfer of Rights of Recovery Against Others To Us

Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – BUSINESS AUTO CONDITIONS** is changed with the addition of the following:

The Transfer of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or written agreement with such person(s) or organization(s); and

2. Prior to the "accident" or the "loss".

SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

A. Bodily Injury Coverage Extension – Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness, or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness, or disease.

B. Certain Trailers And Temporary Substitute Autos Coverage Extension

SECTION I – COVERED AUTOS, Paragraph **C.1.** is changed by the following:

Gross Vehicle Weight Rating of 3,000 pounds is deleted and replaced with Gross Vehicle Weight Rating of 5,000 pounds.

C. Coverage for Certain Operations In Connection with Railroads

With regards to the use of covered "autos" in operations for or affecting a railroad:

1. **SECTION V – DEFINITIONS, H.** "Insured contract", **3.** is deleted and replaced by the following:

   3. An easement or license agreement;

2. **SECTION V – DEFINITIONS, H.** "Insured contract", **a.** is deleted.

D. Covered Autos Coverage Extension

If **SECTION 1 COVERED AUTOS** is provided as Symbol 1 Any "Auto" then any "auto" includes mobile equipment subject to compulsory or financial responsibility or other motor vehicle insurance law only.

Covered mobile equipment includes only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

E. Drive Other Car – Automatic Coverage for Executive Officers

1. Changes in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**

   a. If Covered Auto Liability, Auto Medical Payments, Personal Injury Protection, Comprehensive, Specified Causes of Loss, Collision, or Uninsured and Underinsured Motorist is shown in the Declarations for any private passenger or light truck type auto, then the same type of coverage is provided for Drive Other Car – Automatic Coverage for Executive Officer.

   b. Any "auto" you don't own, hire, or borrow is a covered "auto" while being used by any "executive officer" or by his or her spouse while a resident of the same household except:

      (1) Any "auto" owned by that "executive officer" or by any member of his or her household.

      (2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing, or parking "autos".

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2. Changes in Auto Medical Payments and Uninsured and Underinsured Motorists Coverages

The following is added to Paragraph **A.1. Who Is An Insured:**

Any "executive officer" and his or her "family member" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by an "executive officer" or by any "family member".

3. Changes in **SECTION III – PHYSICAL DAMAGE COVERAGE**

Any private passenger type "auto" you don't own, hire, or borrow is a covered "auto" while in the care, custody, or control of any "executive officer" or his or her spouse while a resident of the same household except:

a. Any "auto" owned by that "executive officer" or by any member of his or her household.

b. Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing, or parking "autos".

4. Additional Definitions

As used for **Drive Other Car – Automatic Coverage for Executive Officers** the following definitions are added.

a. "Executive officer" means any person holding any of the officer positions created by your organization's governing document.

b. "Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the "executive officer's" household, including a ward or foster child.

F. Expected or Intended Injury Coverage Extension

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B.1. Exclusion is deleted and replaced with the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

G. Family Emergency Travel Coverages

The following is added to Paragraph **A.2. Coverage Extensions** of **Section II – COVERED AUTO LIABILITY COVERAGE**

In addition to the Limit of Insurance, we will pay reasonable "travel expenses" incurred by a family member or associate of an "insured" or passenger who is injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling family members or associates, injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel expenses" resulting from any one "accident" is the limit displayed on the Coverage Schedule.

2. Travel must be to visit the injured party at the medical or rehabilitation facility or in the event of death, to the location necessary to handle the immediate affairs of the deceased.

3. The limit shown on the Coverage Schedule is the most we will pay for the combined total expenses of room accommodations, meals, and parking for each family member or associate is the per day limit shown on the Coverage Schedule.

4. Subject to the maximum limit shown on the Coverage Schedule, we will reimburse ground transportation using a personal vehicle at the current rate (rate during your time of travel) set by the Federal government.

5. All "travel expenses" must be supported by written receipts submitted to us no later than one year from the date of the "accident".

"Travel expenses" mean only the following expenses: reasonable ground, rail or economy class air transportation; room accommodations; meals and parking expenses.

H. Fellow Employee Coverage Extension

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions Paragraph **5. Fellow Employee** is deleted.

I. Pollution Liability Additional Coverage

1. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions are changed as follows:

a. Paragraph **11.a. Pollution Exclusion** applies only to liability assumed under a contract or agreement.

b. With respect to the coverage afforded by Paragraph **1.a.** above, **Exclusion B.6. Care, Custody Or Control** does not apply.

2. Changes in **SECTION V – DEFINITIONS** for the purposes of this coverage, Paragraph **D.** of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of, or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned, or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

3. The Aggregate Limit shown in the Coverage Schedule is the most we will pay for the sum of all damages and "covered pollution cost or expense" involving the insurance provided by this endorsement. The Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after the issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.

4. This additional coverage does not apply to "autos" garaged in Vermont if **Vermont Changes** form **19352** is attached to policy.

J. Supplemental Payments

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed by:

1. Replacing the $2,000 Limits of Insurance for bail bonds with the limits shown in the Coverage Schedule and;

2. Replacing the $250 Limits of Insurance for reasonable expenses with the limits shown in the Coverage Schedule.

SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES

Physical Damage Extensions and Additional Coverages are only available for "autos" with Comprehensive, Specified Causes of Loss, and Collision physical damage coverages. **SECTION III – PHYSICAL DAMAGE COVERAGE** is changed as follows:

A. Airbag Coverage

B. Exclusions, 3.a. is changed by adding the following:

The mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag.

This coverage for airbags is excess over any other collectible insurance or warranty.

B. Audio, Visual and Data Electronic Equipment

Limits of Insurance Paragraph **b.** is changed by deleting the $1,000 limit and replacing it with the limit shown in the Coverage Schedule.

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C. Auto Replacement Option

SECTION III – PHYSICAL DAMAGE COVERAGE A.4 Coverage Extension is changed to include the following:

1. In the event of a total “loss” to a combustion engine “auto” for which Comprehensive, Specified Causes of Loss, or Collision coverage are provided, the Physical Damage Coverages are changed by the following:

a. If a combustion engine covered “auto” is replaced with a “hybrid auto” or an “electric auto”, we will pay an additional 10% of the damaged or stolen auto’s actual cash value or replacement cost up to the per auto limit shown in the Coverage Schedule., whichever is less;

b. The damaged or stolen auto must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of “loss”; and

c. If more than one auto is damaged or stolen in any one “loss”, the most we will pay under this Coverage for any one “loss” is shown as the per accident limit on the Coverage Schedule.

D. Business Interruption Additional Coverage

1. Coverages

a. Business Income

We will pay for the actual loss of "business income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

b. Extra Expense

We will pay the actual and necessary "extra expense" you incur during the "period of restoration" due to direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

c. Extended Business Income

If the necessary "suspension" of your "operations" produces a "business income" loss payable under this endorsement, we will pay for the actual loss of "business income" you incur during the period that:

(1) Begins on the date "business property" is actually repaired or replaced and "operations" are resumed; and

(2) Ends on the earlier of:

(a) The date you could restore your "operations", with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct and accidental loss or damage had occurred; or

(b) 60 consecutive days after the date determined in Paragraph **c.(1).** However, Extended Business Income Additional Coverage does not apply to loss of "business income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where "business property" is normally used. Loss of "business income" must be caused by direct and accidental loss or damage to "business property" caused by or resulting from a Covered Cause of Loss.

d. Temporary Substitute And Newly Acquired Property

The coverage applicable to "business property" under this endorsement is extended to apply to:

(1) Property that is used as a temporary substitute for "business property", but only while such "business property" is out of service due to breakdown, repair, servicing, destruction, or direct and accidental loss or damage;

(2) Newly acquired property, other than temporary substitute property described in Paragraph **d.(1),** but only if it serves as a replacement for "business property".

2. Covered Causes Of Loss

With respects to Business Interruption coverage, the following Covered Causes of Loss apply:

a. Comprehensive, meaning any cause of direct and accidental loss or damage except:

(1) "Business property's" collision with another object; or

(2) "Business property's" overturn.

Comprehensive also includes direct and accidental loss or damage caused by falling objects, missiles or hitting a bird or animal.

b. Specified Causes of Loss, meaning direct and accidental loss or damage caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting “business property

c. Collision, meaning direct and accidental loss or damage caused by:

(1) "Business property's" collision with another object; or

(2) "Business property's" overturn.

3. Exclusions

We do not provide Business Interruption Coverage under this endorsement:

a. When direct and accidental loss or damage is caused by or results from any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the direct and accidental loss or damage:

(1) Nuclear Hazard

The explosion of any weapon employing atomic fission or fusion; or Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

b. When direct and accidental loss or damage to "business property" is caused by or results from "business property" being used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We also do not provide coverage under this endorsement while that "business property" is being prepared for such contest or activity.

c. When direct and accidental loss or damage is due and confined to:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures, or other road damage to tires.

d. For any increase of "business income" loss caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "business income" during the "period of restoration".

e. For any "extra expense" caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract beyond the "period of restoration".

f. For any other consequential loss.

4. Limits of Insurance

a. The most we will pay in any one occurrence for the total of all covered "business income" loss and "extra expense" is the limit provided in the Coverage Schedule, regardless of the number of premiums paid or claims made.

b. Payments made under Extended Business Income or Temporary Substitute And Newly Acquired Property will not increase the applicable Limits of Insurance.

5. Changes In Conditions

With respect to the coverage provided by this endorsement, the following conditions are added and replace any provisions to the contrary:

a. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

b. Duties In The Event Of Loss

If there is direct and accidental loss or damage to "business property", you must do the following:

(1) Give us or our authorized representative prompt notice of such loss or damage. Include a description of the "business property" involved.

(2) As soon as possible, give us or our authorized representative a description of how, when and where such loss or damage occurred.

(3) Promptly notify the police if "business property" or any of its equipment is stolen.

(4) Take all reasonable steps to protect "business property" from further damage and keep a record of your expenses necessary to protect "business property", for consideration in the settlement of the claim. Also, if feasible, set such property aside and in the best possible order for examination.

(5) As often as may be reasonably required, permit us to inspect "business property" and examine and make copies of your books and records.

(6) Agree to examinations under oath at our request and give us a signed statement of your answers.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

c. Other Insurance

(1) You may have other insurance subject to the same plan, terms, conditions, and provisions as the insurance provided under this endorsement. If you do, we will pay our share of the covered "business income" loss or "extra expense". Our share is the proportion that the applicable Limits of Insurance under this endorsement bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same "business income" loss or "extra expense", other than that described in Paragraph **6.a.** above, we will pay only for the amount of covered "business income" loss or "extra expense" in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limits of Insurance.

d. Loss Determination

(1) The amount of "business income" loss will be determined based on:

(a) The Net Income of your "operations" before the direct and accidental loss or damage occurred;

(b) The likely Net Income of your "operations" if no direct and accidental loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of your "operations" due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

(c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct and accidental loss or damage; and

(d) Other relevant sources of information, including:

(i) Your financial records and accounting procedures;

(ii) Bills, invoices, and other vouchers; and

(iii) Titles, liens, or contracts.

(2) The amount of "extra expense" will be determined based on:

(a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct and accidental loss or damage had occurred. We will deduct from the total of such expenses:

(i) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(ii) Any "extra expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions, and provisions as the coverage provided by this endorsement; and

(iii) Necessary expenses that reduce the "business income" loss that otherwise would have been incurred.

e. Resumption Of Operations

(1) We will reduce the amount of your "business income" loss, other than "extra expense", to the extent you can resume "operations", in whole or in part, by using any property.

(2) We will reduce the amount of your "extra expense" loss to the extent you can return "operations" to normal and discontinue such "extra expense".

(3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

f. Loss Payment

We will pay for covered "business income" loss or "extra expense" within 30 days after we receive the sworn documentation addressed in Paragraph **b.(7)** if you have complied with all of the terms of this Coverage Part and:

(1) We have reached agreement with you on the amount of such loss; or

(2) An appraisal award has been made.

6. Additional Definitions

As used for **Business Interruption Coverage** the following definitions are added:

a. "Business income" means the:

(1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

(2) Continuing normal operating expenses incurred, including payroll.

b. "Business property" means any property necessary for your mobile business that is in or on a covered "auto" regardless if it is permanently installed, including:

(1) Electronic equipment;

(2) Supplies, furnishings, and equipment not permanently attached to covered "auto".

c. "Extra expense" means necessary expenses (other than the expense to repair or replace property) that you would not have incurred if there had been no direct and accidental loss or damage to "business property". "Extra expense" includes expenses which are incurred:

(1) To avoid or minimize the "suspension" of "operations" and to continue "operations";

(2) To minimize the "suspension" if you cannot continue "operations"; or

(3) For temporary use of other property.

d. "Operations" means your off premises or mobile business activities that are dependent on "business property".

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e. "Period of restoration" means the period of time that:

(1) Begins 72 hours after the time of direct and accidental loss or damage for Business Income Coverage, or immediately after the time of direct and accidental loss or damage for Extra Expense Coverage; caused by or resulting from a Covered Cause of Loss to "business property"; and

(2) Ends on the earlier of:

(a) The date when "business property" should be repaired or replaced with reasonable speed and similar quality; or

(b) The date when "operations" are resumed.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that: Regulates the use or repair of any property, or requires updated emissions controls or safety features which were not part of "business property" prior to the direct and accidental loss or damage; or requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants". The expiration date of this Policy will not cut short the "period of restoration".

f. "Suspension" means the slowdown or cessation of your "operations".

E. Deductible Waived – Multiple Policies With Us For Same Named Insured

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **D.2.** is deleted and replaced with the following:

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss", in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils,

will be the highest deductible applicable to those covered "autos".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

F. Deductible Waived – Collision Of Parked Auto

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **D. Deductible** is changed by adding the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";

2. Legally parked; and

3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

G. Deductible Waived – Glass

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **D. Deductible** is changed by adding the following:

No deductible applies to glass damage, including repair or replacement.

H. Fire Department Service Charge

When the fire department is called to save or protect a covered "auto" its equipment, contents, or occupants from a covered "accident", we will pay the amount stated in the Coverage Schedule for your liability for fire department service charges:

1. Assumed by contract or agreement prior to loss; or

2. Required by local ordinance.

No deductible applies to this additional coverage.

I. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered "auto" that are intentionally discharged in an attempt to extinguish a fire.

J. Hired Auto Loss Of Use

Changes in **SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage Extension for Loss Of Use Expenses** in Paragraph **A.4.b.** is deleted and replaced by the following:

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 agreement. We will pay for the loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto" or

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is the amount shown in the Coverage Schedule.

K. Hired Auto Physical Damage – Employee As Lessor

Changes in General Conditions

Section IV – Business Auto Conditions, 5. Other Insurance, b. is deleted and replaced by the following;

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that "employee's" name with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented, or borrowed with a driver is not a covered "auto".

L. Hired Auto Physical Damage Including Trailers

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive, Specified Causes of Loss, and Collision Physical Damage coverages are provided under **SECTION III – PHYSICAL DAMAGE COVERAGE** for any "auto" you own, then Physical Damage coverage provided is extended to "autos" you hire or certain "trailers" with a registered Gross Vehicle Weight of 5,000 pounds or less designed primarily for travel on public roads, subject to the following:

1. The most we will pay for "loss" to certain hired "trailer" or hired "auto" is the limit displayed on the Coverage Schedule, or Actual Cash Value or Cost of Repair, whichever is smallest.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage or $1,000, whichever is less. Deductible does not apply to loss by fire or lightning.

3. Hired Auto Physical Damage coverage is excess over any other collectible insurance purchased by the insured.

4. Subject to the limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own under this policy.

M. Loan/Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE C. Limits of Insurance is changed by the addition of the following:

In the event of a total "loss" to a covered "auto", of the private passenger or light truck type with an original loan or lease:

1. We will pay any unpaid amount due on the lease or loan for a covered "auto" less:

a. The amount paid under the Policy's Physical Damage Coverage; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(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 loans or leases.

2. The **Other Insurance Condition** is changed for this coverage to add the following:

The insurance provided by this Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

N. Lock Replacement Including Emergency Lock Out

We will reimburse you up to the limit displayed on the Coverage Schedule for reasonable expense incurred for the services of a locksmith to enter your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen, or locked in your covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies, and you are unable to enter such "auto" as a result, or

3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry.

Original copies of receipts for services from a locksmith must be provided before reimbursement is payable.

O. Personal Property Coverages

Personal Effects
Personal Property Of Others
Personal Property Used In Your Business

Under **SECTION III – PHYSICAL DAMAGE COVERAGE – Coverage Extensions,** Paragraph **A.4.** the following is added:

1. We will extend the Comprehensive, Specified Causes of Loss, and Collision coverages that apply to a covered "auto" to "loss" of personal property contained in or on a covered "auto". This coverage extension is subject to the following:

a. Covered property is personal property owned by you, personal property owned by others, and personal property used in your business.

b. Comprehensive and Specified Causes of Loss coverages are extended only for "loss" because of fire, lightning, theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement when the entire vehicle is stolen.

2. This coverage extension does not apply to:

a. Property that is covered by Audio, Visual and Electronic Data Equipment provided in **SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES** Paragraph **B.** or any other communication or electronic data devices;

b. Money or jewelry; and

c. Property specifically insured.

3. The most we will pay for "loss" in any one "accident" is the least of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss".

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. The limit displayed on the Coverage Schedule.

P. Replacement Cost – Private Passenger Autos

Under **SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the private passenger type we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:

a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";

b. The total "loss" occurs within the number of months shown on the Coverage Schedule after you become the original owner of that "auto" and

c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.

2. The following is added to Paragraph **C.** Limits of Insurance:

a. The most we will pay will be the amount to replace a covered "auto" of the private passenger type for the same make, model, trim level, and equipment or an equivalent.

If a new vehicle with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:

(1) Similar in class, body type, size, and equipment; and

(2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price (MSRP) of the covered "auto" being replaced.

b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE.**

Q. Replacement Costs – Trucks Up To 20,000 GVW

Under **SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the truck type with a Gross Vehicle Weight less than 20,000 pounds, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:

a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";

b. The total "loss" occurs within number of months shown on the Coverage Schedule after you become the original owner of that "auto" and

c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.

2. The following is added to Paragraph **C.** Limits of Insurance:

a. The most we will pay will be the amount to replace a covered "auto" of the truck type with a Gross Vehicle Weight of less than 20,000 pounds for the same make, model, trim level, and equipment or an equivalent.

If a new truck with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:

(1) Similar in class, body type, size, and equipment; and

(2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price (MSRP) of the covered "auto" being replaced.

b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE.**

R. Transportation Expense Extension (Including Rental Reimbursement)

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.4.a. Transportation Expenses** is deleted and replaced with the following:

1. We will pay for transportation expense incurred by you because of a "loss" of a covered "auto" of the private passenger, light truck type, or medium truck type. We will pay only for those covered "autos" for which you carry Comprehensive, Specified Causes of Loss, and Collision coverages.

2. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

3. If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger or light truck type, the most we will pay is the amount it costs to rent an "auto" of the private passenger or light truck type which is of like kind and quality as the covered "auto" subject to the maximum limit on the Coverage Schedule.

4. A per day limit and deductible do not apply to this coverage.

S. Towing And Labor

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.2.** is deleted and replaced by the following:

1. We will pay for towing and labor cost incurred subject to the following:

a. Up to the limit shown on the Coverage Schedule each time a covered "auto" of the private passenger type is disabled; or

b. Up to the limit shown on the Coverage Schedule each time a covered "auto" other than private passenger type is disabled.

2. The labor must be performed at the place of disablement.

3. This coverage extension is in addition to any limit shown on the Declarations for Towing and Labor.

T. Vehicle Sign and Wrap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Paragraph **4.** is changed to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.

2. Our limit of liability for "loss" to automobile customizations in any one "accident" will be valued at replacement cost minus the actual cash value up to an additional $2,000.

This Coverage Extension does not apply to electronic equipment.

SECTION 4 – CHANGES IN CONDITIONS

A. Changed Duties In The Event Of Accident, Occurrence, Claim Or Suit

The requirement in **SECTION IV – BUSINESS AUTO LOSS CONDITIONS** Paragraph **A.2.a. – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

B. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

C. Unintentional Failure To Disclose Hazards / Concealment Misrepresentation Or Fraud

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is changed to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

FEIN: 844625971

Gibson Construction Services, LLC
10330 Ben Hamilton Road
Grand Bay, AL 36541

The Provider: ALABAMA WORKERS' COMPENSATION SELF-INSURANCE FUND (AlaCOMP)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY WC 00 03 13

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 to benefit anyone not named in the Schedule.

Waiver of subrogation as required by written contract

Schedule

Blanket Waiver

Exhibit H

Gibson Construction Services, LLC	
Entity ID Number	000-588-463
Entity Type	Domestic Series Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/18/2019
Registered Agent Name	GIBSON, JAMES M
Registered Office Street Address	10330 BEN HAMILTON ROAD GRAND BAY, AL 36541
Registered Office Mailing Address	10330 BEN HAMILTON ROAD GRAND BAY, AL 36541
Nature of Business	
Organizers	
Organizer Name	GIBSON, JAMES M
Organizer Street Address	5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Organizer Mailing Address	5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Annual Reports	
Report Year	2020 2021 2022 2023
Transactions	
Transaction Date	09/27/2019
Miscellaneous Filing Entry	New Entity Effective 09-18-2019 16:03
Transaction Date	03/20/2025
Agent Mailing Address Changed From	GIBSON, JAMES M 5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Transaction Date	03/20/2025
Registered Agent Changed From	GIBSON, JAMES M 5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/27/2019 Certificate of Formation 3 pgs.
Document Date / Type / Pages	03/20/2025 Registered Agent Change 2 pgs.

BID TABULATION
ARCHITECTUAL ENGINEERING DEPARTMENT

DISTRICT NUMBER N/A
Project Manager: Jody Russell
PROJECT NUMBER: PD-052A-24
Consultant: N/A

PROJECT NAME: MPD Mounted Unit - Grand Bay Upgrades - Fencing

BID OPENING DATE: 4/15/2026 TIME: 2:30pm

LOCATION: Government Plaza Multipurpose Room

Present:
☐ Carleen Stout-Clark ☐ Lisa Lambert ☐ Consultant
☑ Archinique Kidd ☑ Lana Gauthier ☑ Project Manager
☑ Marilyn Bullard ☐ Tiereney Leverette ☑ Dru Bishop

Number of Bids Received: 1

NUMBER OF ADDENDA: Three

Bidders	Bid Guaranty/Security	Addenda Acknowledged	Supplier Diversity Plan	Base Bid	Contingency	Total Base Bid	Alternate #1	Alternate #2	Alternate #3	Remarks
Gibson Construction Services, LLC	X	X	X	$55,955.00	$10,000.00	$65,955.00	$30,290	$33,833	$19,569	unit price $1035

Exhibit I

PROJECT MANUAL

FOR

MPD Mounted Unit – Grand Bay Upgrades – Fencing

6160 Gaston Loop Drive
Grand Bay, Alabama 36541

Project #PD-052A-24

March 25, 2026

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: April 15, 2026

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

Section 00100 Invitation to Bid
Section 00200 Instructions to Bidders
AIA Documents A701
Section 00300 Supplementary Instructions to Bidders
Section 00400 Bid Form
Sales Tax Form C-3A
Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500 Standard Services Agreement Between City of Mobile and Contractor
For A Stipulated Sum (Hereinafter “Agreement”)
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
Certificate of Insurance and Endorsements (Sample)
E-Verify Documentation (Sample)

Section 00700 General Conditions of the Contract for Construction –
AIA Documents A201 (with Owner’s modifications)

Summary of Work: Exhibit “A”

DIVISION 1 GENERAL REQUIREMENTS

Section 01010 Summary of Work
Section 01210 Allowances
Section 01220 Unit Prices
Section 01230 Alternative Bid Items
Section 01310 Project Management & Co-ordination
Section 01320 Construction Progress Documentation
Section 01330 Submittal Procedures
Section 01635 Substitution Procedures
Section 01700 Execution Requirements
Section 01770 Close out Procedures
Section 017839 Project Record Documents
Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK
DIVISION 3 CONCRETE
DIVISION 4 MASONRY
DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC

Section 061063 Exterior Rough Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION
DIVISION 8 DOORS AND WINDOWS
DIVISION 9 FINISHES
DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 32 EXTERIOR IMPROVEMENTS

Section 32 31 00 Fences

DRAWINGS

A01 Fence Survey Site Plan
A02 Fence Site Plan Detail
A03 Fence Details

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	MPD Mounted Unit - Grand Bay Upgrades - Fencing
PROJECT LOCATION:	6160 Gaston Loop Road Grand Bay, AL 36541
PROJECT NUMBER:	PD-052A-24

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 15th day of April 2026. 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 on the bid website.

D. This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).

E. Bidders must be pre-qualified before submitting a bid (see Section 01400 for requirements).

F. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

G. Subcontractors must be pre-qualified before submitting a 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 $50,000 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 April 7, 2026, **at the MPD Mounted Unit Facility, 6160 Gaston Loop Drive, Grand Bay, Alabama 36541**, at 9:00 AM local time. Contractors shall not park on the gravel driveway. Parking will take place past the fields in the open grass area to the left. The conference will include a walkthrough of the site location. Contractors are required to have a representative present and sign-in to submit a bid. Contractors shall view and verify all existing conditions during the Mandatory Pre-Bid Meeting. No additional site visits are scheduled but may be arranged with the Project Manager upon request. No unscheduled visits are allowed due to facility function and type.

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 MPD Mounted Unit – Grand Bay Upgrades – Fencing - PROJECT NUMBER: PD-052A-24".**

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 15, 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. 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, Small Business Development 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.

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

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. 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 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 jody.russell@cityofmobile.org

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 (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.

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, 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 MPD Mounted Unit Facility – Fence Replacement & Miscellaneous Improvements", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of $50,000 or

greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates 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 Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

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) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

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 at time of contract award 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 is required and shall be obtained from the City of Mobile, 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) days from the date indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Mounted Unit Facility will remain in use throughout the Construction period and 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 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 Facility as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 4:30 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Cruise Terminal Staff 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, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is 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 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.

E. Special consideration is to be given for the animals on site for the safety and well-being of the horses during construction. All gates should be kept closed

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

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 less:
Contractor shall provide proof of publication of Notice of Completion one time in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide an electronic or hard copy of advertisement verbiage to the City of Mobile on Contractor letterhead for public posting for one week. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Notice of Completion four successive 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.

C. 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 MPD Mount Unit Facility – Grand Bay Upgrades - Fencing in Mobile, Alabama. 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 I the final payment, not as a penalty, but as liquidated damages sustained.

26. **DISQUALIFICATION OF BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion: Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See Code of Alabama Section 39-2-6 for possible criminal sanctions).

b. Advance Disclosure: Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require readvertisement and re-bid.

c. Failure to Settle Other Contracts: The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents

END OF SECTION

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. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

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 jody.russell@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 MPD MOUNTED UNIT – GRAND BAY UPGRADES - FENCING - PROJECT NUMBER: PD-052A-24", 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). Original Certificate of Insurance and all required endorsements shall be provided and attached to the executed Contract. The Certificate of Insurance must evidence compliance with all insurance requirements set forth in the Contract Documents, including but not limited to:

(a) naming the City of Mobile as an additional insured on Commercial General Liability and Automobile Liability policies;
(b) waiver of subrogation in favor of the City on all applicable policies; and
(c) coverage stated as primary and non-contributory to any insurance maintained by the City. The Certificate of Insurance and endorsements must be reviewed and accepted in writing by the City of Mobile prior to issuance of the Notice to Proceed and commencement of any Work. Failure to provide acceptable proof of insurance shall constitute grounds for withholding Notice to Proceed and may result in forfeiture of Bid Security.;

(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 have access to the facility Monday – Friday 7:00 am – 4:30 pm unless otherwise approved by the owner and Project Manager.

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 MPD Mounted Unit - Grand Bay Upgrades - Fencing – PD-052A-24, Grand Bay, Alabama 36541. 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.: PD-052A-24
PROJECT NAME: MPD Mounted Unit – Grand Bay Upgrades - Fencing
PROJECT LOCATION: 6160 Gaston Loop Road W Grand Bay, Alabama, 36541

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 dated March 25, 2026; and all Addendum (a) Number(s) _____, dated _____, 2026 (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: + $ 10,000.00

Total Base Bid: $_____.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ _____**.00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Installation of fencing noted on the survey map to meet the same standards/requirements as the base bid. Includes 2 - 16' Gates.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Additive Alternate #2: Installation of fencing noted on the survey map to meet the same standards/requirements as the base bid. Includes 1 - 12' Gate.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Additive Alternate #3: Installation of fencing noted on the survey map along the roadway to meet the same standards/requirements as the base bid. Include 5' wire cattle fence (4"x4" square mesh) as backing like existing.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Unit Price #1: Provide cost to install 1 additional 12' gate, including two 6"x6" fence posts, bracing, and all hardware, constructed as stipulated in the base bid.
$_____ EA

(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: $10,000.00 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_____, 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
4. Small Business Development 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: MPD Mounted Unit – Grand Bay Upgrades - Fencing
Project Number: PD-052A-24

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
OPTION ONE BASE BID:	$_____
ADD ALT. #1:	$_____
ADD ALT. #2:	$_____
ADD ALT. #3:	$_____

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_____

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. _____

_____

_____

STANDARD SERVICES 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:	**_____ [insert name]** **_____ [insert address]** **_____** **City Business License No.: _____**
For the following Project:	**MPD Mounted Unit – Grand Bay Upgrades – Fencing** **6160 Gaston Loop Road West** **Grand Bay, Alabama 36541** **Project Number: PD-052a-24**
The Architect:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and __ _____ [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including its Exhibits A-I, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued a request for Bids on March 25, 2026; 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 MPD Mounted Unit – Grand Bay Upgrades – Fencing (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.

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.

II. 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:	$ 10,000.00
Total Bid:	$_____
Alternate #1:	$_____
Alternate #2:	$_____
Total Contract Sum:	$_____

B. Alternates (if any are included in the contract sum)

Alternate #1: Remove/Replace existing fence and/or gates noted on drawings and summary of work as Alternate #1 located in the rear of the property.	Price: _____
Alternate #2: Remove/Replace existing fence noted on drawings and summary of work as Alternate 2	Price: _____
Alternate #3: Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences (and wire fence backing like the existing installation) as specified in the project manual and drawings noted as Alternate 2. (Road frontage)	Price: _____

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $_____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's REAM Director, Carleen Stout.

E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

III. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and/or Owner, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

    b. The amount of each progress payment shall then be reduced by:
        i. The aggregate of any amounts previously paid by the City;
        ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
        iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
        iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
        v. Retainage withheld pursuant to Section IV(A)(8).

    c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
        ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:
   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the

contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for MPD Mounted Unit – Grand Bay Upgrades – Fencing at 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, Project Number: PD-052a-24. 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.

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's REAM Director, Carleen Stout, requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

V. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements,

performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VI. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2.	Property Damage	$1,000,000 each occurrence; or
3.	Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):

10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all City's of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on

a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

VIII. 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.

IX. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor.
B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
C. Drawings

Number	Title	Date
A01	Fence Survey Site Plan	2/1/2026
A02	Fence Site Plan Detail	2/1/2026
A03	Fence Details	2/1/2026

D. Specifications

Section	Title
01010	Summary of Work
01210	Allowances
01220	Unit Prices
01230	Alternative Bid Items
01310	Project Management & Co-ordination
01320	Construction Progress Documentation
01330	Submittal Procedures

01440	Pre-Bid Qualifications
01635	Substitution Procedures
01700	Execution Requirements
01710	Close out Procedures
017839	Project Record Documents
017823	Operation and Maintenance Data
06 10 63	Exterior Rough Carpentry
32 31 00	Fences

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:

Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Schedule of Value
Exhibit D	Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E	E-Verify
Exhibit F	Performance Labor and Material Bonds
Exhibit G	Certificate of Liability Insurance and Endorsements
Exhibit H	Business License Verification
Exhibit I	Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders - AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Small Business Development Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City 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

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 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.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. 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.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 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.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Carleen Stout, Director REAM.

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, REAM
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.

XVIII. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of

goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

XXI. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

_____
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:_____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Schedule of Value
Exhibit D	Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E	E-Verify
Exhibit F	Performance Labor and Material Bonds
Exhibit G	Certificate of Liability Insurance and Endorsements
Exhibit H	Business License Verification
Exhibit I	Project Manual

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 _____, 2026 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 PD-052a-24, MPD Mounted Unit – Grand Bay Upgrades - Fencing, 6160 Gaston Loop Road W, Grand Bay, Alabama, 36541, 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 _____, 2026.

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: Carleen Stout-Clark

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 _____, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete complete PD-052a-24, MPD Mounted Unit - Grand Bay Upgrades – Fencing, 6160 Gaston Loop Road W, Grand Bay, Alabama, 36541, 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 _____, 2026

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: Carleen Stout-Clark
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] [ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ] N / A		X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

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

Project Name: Project Numb

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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, Alabama 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ _____
2. Net change by Change Orders $ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ _____
5. RETAINAGE:
   a. _____ % of Completed Work (Column D + E on G703) $ _____
   b. _____ % of Stored Material (Column F on G703) $ _____
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ _____
8. CURRENT PAYMENT DUE $ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ _____

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	**Total Amount of Contract Changes (change orders or amendments)**	**Final Contract Amount (include contract changes)**	**Payments to Date from City of Mobile**	**OFFICE USE ONLY (Verification)**
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	**DBE DESCRIPTION OF WORK**	**DBE SUBCONTRACT AMOUNT**	**DBE PAYMENTS THIS REPORT**	**PAYMENTS TO DATE**	**OFFICE USE ONLY (Verification)**
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

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

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/_____
(Title) (Date)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

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

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

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

AIA® Document G704® – 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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User Notes: (3B9ADA46)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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(1682535782)

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
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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User Notes:
(1299870031)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

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.

Exhibit 5

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.

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- 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 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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

§ 3.4 Labor and Materials

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

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

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

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

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

§ 7.2 Change Orders

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

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

§ 8.4 Liquidated Damages

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

(Paragraphs deleted)

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

(Paragraphs deleted)

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

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

§ 15.3 Mediation

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

(Paragraphs deleted)

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

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

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

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

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

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

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

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

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

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

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

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

...

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

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

...

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

...

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

...

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

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

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

...

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

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

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ **Such** applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

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§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

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

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

...

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

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

...

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

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

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

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

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

...

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

...

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ **may** be determined **only** as provided in Article 15 and Article 7.
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~~**§ 11.3 Waivers of Subrogation**~~
~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

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

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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

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

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

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

...

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

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~~**§ 13.5 Interest**~~

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

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

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

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
PAGE 36

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

AIA® Document D401™ – 2003

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

_____

(Signed)

_____

(Title)

_____

(Dated)

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Summary of Work 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 MPD Mounted Unit facility, located at 6160 Gaston Loop Road W, Grand Bay, AL 36541.

Base Bid includes, but is not limited to the following:

- Remove and dispose of all existing fences, posts, wires, etc., and replacing it with 5' rail height wood fences and gates as specified in the project manual and drawings. (North field)
- Remove and dispose of all vegetation along the fence line not marked to remain. New fence is to be aligned approximately 1-2' away from existing fence path so that any remaining vegetation remains in the existing pasture.
- Existing entry gate remote opening system with solar panel system is to be removed in a manner to be reused if desired by the facility. Coordinate storage of gate opening system with Project Manager.
- Any changes to the existing fence layout are to be noted in drawings and subject to approval by the project manager prior to installation.
- Both fence elevations on either side of the driveway are to remain parallel to each other for the length of the driveway and pastures.
- Demolition and installation of all fences and gates are to be coordinated with the project manager and facility manager to allow adjustments for the livestock during the construction period.

Alternate #1 includes but is not limited to the following:

- Remove and dispose of existing fences, rail posts, wires, etc., and replace it with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. (South field)
- This includes removal of all vegetation along the fence line not marked to remain.

Alternate #2 includes but is not limited to the following:

- Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences as specified in the project manual and drawings noted as Alternate 2. (Smaller portion north of the barn)
- This includes removal of all vegetation along the fence line not marked to remain.

Alternate #3 includes but is not limited to the following:

- Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences (and wire fence backing like the existing installation) as specified in the project manual and drawings noted as Alternate 2. (Road frontage)
- This includes removal of all vegetation along the fence line not marked to remain.

All measurements/dimensions provided in the project manual and drawings are approximate and not to be used by the contractor for their bids. It is the responsibility of the contractor to verify all dimensions, gate counts, information needed for the base bid and each alternate, including all underground utilities.

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 Work consists of removing all existing fence, posts, wires, etc., and replacing it with wood fences and gates as specified in the project manual and drawings. This includes removal of all vegetation along the fence line not marked to remain. Any changes to the existing fence layout are noted in drawings and subject to approval by the project manager prior to installation. Coordination of demolition and installation are to be coordinated with the project manager and facility manager to allow adjustments for the livestock.

Alternate #1: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #2: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 2. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #3: Remove existing fences, posts, wires, etc., and replace it with wood fences and wire fences as specified in the project manual and drawings noted as Alternate 3. This includes removal of all vegetation along the fence line not marked to remain.

All measurements/dimensions provided in the project manual and drawings are approximate and not to be used by the contractor for their bids. It is the responsibility of the contractor to verify all dimensions, gate counts, information needed for the base bid and each alternate.

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. Due to the nature of the livestock, Contractor must coordinate construction schedule with project manager and facility manager to always keep the safety of the livestock as a priority.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed or as approved by the City of Mobile.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for 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 sub surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide their own temporary facilities. Use of the facility is not an option for the contractor.

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. Parking is to be in an approved designated grass area past the fence project to the left of the driveway. Do not block the driveway at any time during construction.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish daily. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. It is imperative that the contractor does not leave any loose nails, wire, screws, etc., on site due to the nature of the livestock and usage of the facility and 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.

1.34 SUBSTITUTIONS

A. Owner will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of 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 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

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

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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 Work consists of removing all existing fence, posts, wires, etc., and replacing it with wood fences and gates as specified in the project manual and drawings. This includes removal of all vegetation along the fence line not marked to remain. Any changes to the existing fence layout are noted in drawings and subject to approval by the project manager prior to installation. Coordination of demolition and installation are to be coordinated with the project manager and facility manager to allow adjustments for the livestock.

Alternate #1: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #2: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 2. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #3: Remove existing fences, posts, wires, etc., and replace it with wood fences and wire fences as specified in the project manual and drawings noted as Alternate 3. This includes removal of all vegetation along the fence line not marked to remain.

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. Due to the nature of the livestock, Contractor must coordinate construction schedule with project manager and facility manager to always keep the safety of the livestock as a priority.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed or as approved by the City of Mobile.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of

the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for 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 sub surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide their own temporary facilities. Use of the facility is not an option for the contractor.

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. Parking is to be in an approved designated grass area past the fence project to the left of the driveway. Do not block the driveway at any time during construction.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish daily. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. It is imperative that the contractor does not leave any loose nails, wire, screws, etc., on site due to the nature of the livestock and usage of the facility and 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.

1.34 SUBSTITUTIONS

A. Owner will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of

proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of 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

MPD Mounted Unit –
Grand Bay Upgrades – Fencing
PD-052a-24

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 ten thousand five and xx/100 Dollars ($10,000.00).

END OF SECTION

SECTION

01220 UNIT

PRICES

PART 1 GENERAL

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

1.2 SUMMARY

A. Section Includes:
1. Measurement.
2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Provide and install one (1) 12’ horse fence including corner posts, bracing and construction, per the specifications. Limit up to 5 units.
1. Unit of measure: Per Each.
2. Basis of payment:
a. Contract Sum to be based on quantities material provided and installed.
b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

SECTION 01230

ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes
   1. Documentation of changes to Contract Sum and/or Contract Time.

B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.

C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

B. Individual specification sections identified.

1.4 PROCEDURES

A. Alternates will be exercised at the option of Owner.

B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.5 DESCRIPTION OF ALTERNATES

A. Alternate #1: Remove and replace fence and gates noted in the drawing and specifications included in the scope of work. (South field)
B. Alternate #2: Remove and replace fence noted in the drawing and specifications included in the scope of work. (Section north of the barn)
C. Alternate #3: Remove and replace fence along the road front noted in the drawing and specifications included in the scope of work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, 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 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.

E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect and/or Owner will return RFIs submitted to Architect and/or Owner by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

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.

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1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
   1. Submittals for Review
   2. Closeout Submittals.

B. Include for each submittal:
   1. Specification section number.
   2. Description of submittal.
   3. Type of submittal.
   4. Anticipated submittal date.

C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01400

PRE-BID QUALIFICATIONS & CONSTRUCTION QUALITY 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 administrative and procedural requirements for general contractor/installer **pre-bid qualifications**.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

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. Please refer to Construction Contract and General Conditions for more detail on payment procedures.

D. Contractor's Quality Control Plan

1. Specific quality assurance, control and schedule requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

E. Related Sections:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.
2. Section 09681 Carpet Tile for specific test and inspection requirements.

1.3 PRE-BID QUALIFICATIONS

A. Due to the size of the fence installation, fence contractors with minimum three years' experience of similar quality and size will be approved for work. Prior to bidding, potential bidders must provide record of at least one fence project of similar size and/or construction completed within the last five years as well as a contact for the client. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations of similar size, and similar installation time. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality requirements

and/or construction schedule during other City of Mobile projects will also not be approved for work on this project.

B. Submittals indicating proven record of success shall include:
   1. List of fencing projects completed over the past five years.
   2. By submitting qualification information, the general contractor and/or installer affirm that they are able to provide the materials needed for this project under the payment terms of the contract.
   3. Provide a list of projects of similar size, scope, and timeframe performed for other entities and that support the assertion of successful performance.
      a. Include project name, year completed and contact names and numbers for reference.
      b. Indicate size of installation, scope, and installation time of each project listed.

C. Submit Installer qualifications by 3pm local time Thursday April 9th to Jody Russell, Project Manager, at jody.russell@cityofmobile.gov. **An Addendum will be issued by Friday, April 10th, listing approved installers.**

1.4 CONTRACTOR'S QUALITY-CONTROL PLAN FOR CONSTRUCTION

A. Quality-Control Plan, General: Submit quality-control plan and schedule within 2 days of Notice to Proceed. Submitting in format is acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, schedule and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process.

C. Testing and Inspection: Include in the quality-control plan a comprehensive schedule of Work requiring testing and inspection.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and specified inspection. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in this and other Sections. Include the following:

   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector, manufacturer's technical representative, and/or factory authorized representative.
13. Recommendations on retesting and re-inspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

D. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

1. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

2. Build mockups in location and of size indicated or, if not indicated, as directed by Architect. The location will be determined by the project manager and facility site manager prior to installation. The mock up will included a 12' length of fence incorporating a corner post with bracing.

3. Notify Architect 7 seven days in advance of dates and times when mockups will be constructed.

4. Demonstrate the proposed range of aesthetic effects and workmanship.

5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

6. Allow 7 seven days for initial review and each re-review of each mockup.

7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

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 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

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. MS Excel electronic file. Architect will return annotated file.
b. 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 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for systems, subsystems, and equipment.
   2. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. See Divisions 01 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit two copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.

   2. Provide PDF copies on 2 USB drives. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear, plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Submit demonstration and training video for all lighting control systems.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 USB drives.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

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

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

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

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 061063 - EXTERIOR ROUGH CARPENTRY

GENERAL

1. RELATED DOCUMENTS

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

2. SUMMARY

   A. Section Includes:
      a. Wood fences.
      b. Wood posts and braces.

   B. DEFINITIONS
      a. Boards: Lumber of less than 2 inches nominal in thickness and 2 inches nominal or greater in width.
      b. Dimensional Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
      c. Timber: Lumber of 5 inches nominal or greater in least dimension.
      d. Lumber grading agencies, and the abbreviations used to reference them, include the following:

      1. NeLMA: Northeastern Lumber Manufacturers' Association.
      2. NLGA: National Lumber Grades Authority.
      3. RIS: Redwood Inspection Service.
      4. SPIB: The Southern Pine Inspection Bureau.
      5. WCLIB: West Coast Lumber Inspection Bureau.
      6. WWPA: Western Wood Products Association.

3. SUBMITTALS

   A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.
   B. Manufacturers’ installation instructions shall be provided along with product data.
   C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).
   D. Product Data: For preservative-treated wood products. Include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.

E. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

F. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.

G. Evaluation Reports: For preservative-treated wood products, from ICC-ES.

4. QUALITY ASSURANCE

A. Mill and Producers Mark: Each piece of lumber and plywood shall be gradestamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface or ends of pieces with finished surfaces.

1. Pressure Preservative Treated Material: Accredited agency quality mark on each piece of wood indicating treatment.

2. Fire-Retardant Treated Material: Accredited testing agency mark on each piece of wood indicating compliance with the fire hazard classification.

5. DELIVERY, STORAGE, AND HANDLING

A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide air circulation around stacks and under coverings.

1. PRODUCTS

2. LUMBER, GENERAL

A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.

3. Factory mark each item with grade stamp of grading agency.
4. For items that are exposed to view in the completed Work.
5. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.

6. Provide dressed lumber, S4S, unless otherwise indicated.

   B. Maximum Moisture Content:

   1. Boards: 15 percent.

   2. Dimension Lumber: 15 percent; 15 percent for 2-inch nominal thickness or less; Timber. 19 percent.

7. LUMBER

   A. Hand select wood for better grade appearance and quality for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.

   B. Dimension Lumber: No. 1 grade and the following species:

      1. Hem-fir or hem-fir (North); NLGA, WCLIB, or WWPA.

      2. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.

      3. Mixed southern pine; SPIB.

      4. Redwood; RIS.

   C. Boards:
      1. Southern pine, B & B finish; SPIB.
      2. Western red cedar

   D. Boards:

      1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium grade; NeLMA, NLGA, WCLIB, or WWPA.

      2. Mixed southern pine; No. 1 grade; SPIB.

      3. Northern white cedar, [**No. 1 Common**] [**No. 2 Common**]; NeLMA or NLGA.

   E. POSTS
      1. Dimensional Lumber Posts: No. 1 grade with minimal cracking, knots, and imperfections and the following species:
         a. Hem-fir or hem-fir (North); NLGA, WCLIB, or WWPA.
         b. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.
         c. Mixed southern pine; SPIB.
         d. Spruce-pine-fir or spruce-pine-fir (South); NeLMA, NLGA, WCLIB, or WWPA.

B. Timber Posts: Balsam fir, Douglas fir-larch, Douglas fir-larch (North), eastern hemlock tamarack (North), hem-fir, southern pine, western hemlock, or western hemlock (North); No. 1; NeLMA, NLGA, SPIB, WCLIB, or WWPA.

C. Timber Posts: Alaska cedar; No. 1; WCLIB.

D. Timber Posts: Southern pine; No. 1; SPIB.

8. PRESERVATIVE TREATMENT

A. Pressure treat boards and dimension lumber with waterborne preservative according to AWPA U1; Use Category UC3b for exterior construction not in contact with the ground and Use Category UC4a for items in contact with the ground.

B. Pressure treat timber with waterborne preservative according to AWPA U1; Use Category UC4a.

1. Treatment with CCA shall include post-treatment fixation process.

A. Preservative Chemicals: Acceptable to authorities having jurisdiction.

2. Field treat ends of all field cuts in accordance with AWPA M4.

C. Use process that includes water-repellent treatment.

9. FASTENERS

A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate. To be approved by Project Manager.

1. Use fasteners with hot-dip galvanized coating complying with ASTM A153 or ASTM F2329 for all thru bolts and gate/post reinforcement as stipulated in the drawings.

2. For pressure-preservative-treated wood, use stainless steel fasteners.

B. Nails: ASTM F1667. (Not Acceptable)

C. Power-Driven Fasteners: ICC-ES AC70.

D. Wood Screws and Lag Screws: ASME B18.2.1, ASME B18.6.1, or ICC-ES AC233.

E. Carbon-Steel Bolts: ASTM A307 with ASTM A563 hex nuts and, where indicated, flat washers all hot-dip galvanized coated.

F. Stainless Steel Bolts: ASTM F593, Alloy Group 1 or 2; with ASTM F594, Alloy Group 1 or 2 hex nuts and, where indicated, flat washers.

1. Stainless steel bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

6. METAL ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include by an approved submittal.

3. EXECUTION

A. PREPARATION

1. Field treat ends of all field cuts in accordance with AWPA M4.

4. INSTALLATION

A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.

B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.

C. Install metal framing anchors to comply with manufacturer's written instructions.

D. Do not splice structural members between supports unless otherwise indicated.

E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

H. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. ICC-ES AC70 for power-driven fasteners.

2. "Fastening Schedule" in the UNIFORM CODE.

3. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.

4. All fasteners to be installed in a uniform manner approved by the mock-up.

I. Use screws unless otherwise indicated. Select fasteners of size that do not fully penetrate members where opposite side is exposed to view. Make tight connections between members. Install fasteners without splitting wood.

END OF SECTION 061063

SECTION 32 31 00

FENCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section shall consist of furnishing and installing new fence and/or removing and salvaging existing fence and restoring the same in conformance with the lines and grades and requirements shown on the DRAWINGS. Wherever the materials to be removed are not in good condition, as judged by the Project Manager, or wherever CONTRACTOR has damaged the materials during the process of removal, equal or better quality fencing materials than the existing shall be furnished and installed by CONTRACTOR.

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO):

a. M111M/M111, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

b. M133, Standard Specification for Preservatives and Pressure Treatment Processes for Timber.

c. M181, Standard Specification for Chain-Link Fence.

d. M232M/M232, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

e. M281, Standard Specification for Steel Fence Posts and Assemblies, Hot-Wrought.

2. ASTM International (ASTM):

a. A116, Standard Specification for Metallic-Coated, Steel-Woven Wire Fence Fabric.

b. A121, Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.

c. A392, Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.

d. A491, Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric.

e. B211, Standard Specification for Aluminum and Aluminum-Alloy Bar, Rod, and Wire.

f. F537, Standard Specification for Design, Fabrication, and Installation of Fences Constructed of Wood and Related Materials.

3. Federal Specification (FED): FCGS-02-1, Fencing, Wire and Post, Metal (Chain-link Fence Posts, Top Rails and Braces).

PART 2 PRODUCTS

2.01 MATERIALS

A. Timber: All timber materials for new fencing shall be No. 1 grade treated pine.

B. Barbed Wire: Steel barbed wire shall conform to the requirements of ASTM A121 Class I. Aluminum barbed wire shall be manufactured in accordance with ASTM B211 with alloy 5052-O for the line wire and alloy 5052-H38 for the barbs.

C. Woven Wire: Woven wire shall conform to the details and requirements shown on the DRAWINGS and to the following:

1. Zinc-coated steel woven wire shall conform to the requirements of ASTM A116, coating Class I. Do not

2. Aluminum-coated steel woven wire shall conform to the requirements of ASTM A116, coating Class I.

3. Fittings and attachments shall be zinc coated to conform to the requirements of AASHTO M232M/M232.

D. Chain Link Fabric: Chain link fabric and required fittings and hardware shall conform to the requirements of AASHTO M181 for the kind of metal, sizes of wire and mesh specified. Zinc coating for steel fabric shall conform to ASTM A392, Class I and aluminum coating for steel fabric to ASTM A491, Class I.

E. Snow Fence: Wire-bound picket fence shall conform to the requirements of ASTM F537. Posts shall conform to the requirements of AASHTO M281.

F. Construction Fence: Construction fence shall be bright orange woven plastic mesh, four feet (4') minimum in height.

G. Fence Posts:

1. Wood posts shall conform to the details and dimensions indicated on the DRAWINGS. Wood posts shall be straight, sound, and seasoned with ends sawed off square or as indicated. All knots shall be trimmed flush with the surface. Wood posts shall be peeled and treated with preservative in accordance with AASHTO M133. When native cedar posts are called for on the DRAWINGS, the requirements for peeling and for treating may be omitted.

2. All dimension timber and lumber required for fences or gates shall be sound, straight, and free from knots, splits, and shakes. It shall be of the species and grades indicated on the DRAWINGS.

3. Concrete posts shall be made of concrete of the class specified, and shall contain steel reinforcement as shown on the DRAWINGS.

4. Steel posts shall be galvanized in accordance with AASHTO M111M/M111. Fittings, hardware, and other appurtenances not specifically covered by the DRAWINGS and SPECIFICATIONS shall be standard commercial grade, and in accordance with current standard practice. Pipe material for fence posts shall conform to the requirements shown on the DRAWINGS and to the requirements of Class 1 Pipe, Grade A or Grade B, of FED FCGS-02-01.

5. Construction fence posts shall be studded steel tee posts.

H. Nails: All nails used for construction shall be galvanized.

PART 3 EXECUTION

3.01 REMOVAL OF EXISTING FENCE

A. All rails, braces, posts, and the like shall be removed and disposed of or salvaged by CONTRACTOR to allow construction of the PROJECT as described on the DRAWINGS.

3.02 CONSTRUCTION OR REPLACEMENT OF FENCE

A. General:

1. CONTRACTOR shall perform such clearing and grubbing as may be necessary to construct or replace the fence to the required grade and alignment as shown on the DRAWINGS.

2. At locations where breaks in a run of fencing are required, appropriate adjustments in fence alignment and/or post spacing shall be made to satisfy requirements or conditions encountered.

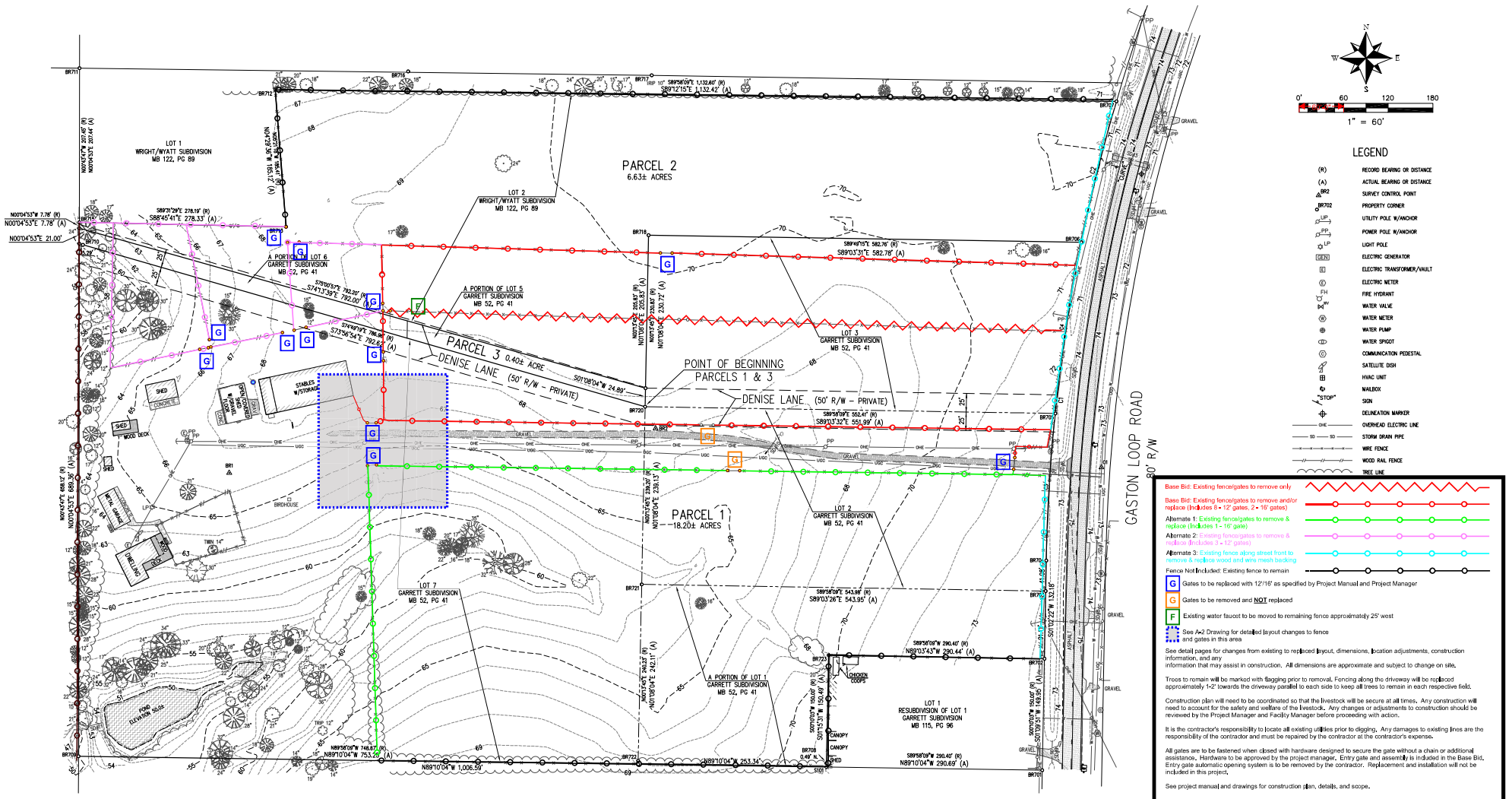
B. Posts and Rails: Posts shall be securely embedded into the ground to meet the proper alignment and elevations. Posts shall be embedded in concrete as shown on the DRAWINGS. Posts and rails shall be held in proper positions by secure bracing until such time as the concrete has set sufficiently to hold the posts. Materials shall not be installed on posts, or stress placed on bracing until the concrete has set sufficiently to withstand the stress. The complete fence shall be plumb and in straight alignment as shown on the DRAWINGS or as directed by ENGINEER.

C. Construction Fence: Construction fence posts shall be installed at ten (10) feet on center and the plastic mesh shall be attached to each post at top, bottom, and center using plastic ties. A twelve and one-half (12-1/2) gage wire strand shall be installed along the top and bottom of the fence for added stability. The plastic mesh shall be attached to the top and bottom strand wires in three (3) equally spaced locations between each post using plastic ties. Construction fence shall be installed

along the limits of disturbance. Construction fence shall remain in place and be repaired as necessary throughout construction.

END OF SECTION

DRAWINGS



LEGEND

(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
BR2	SURVEY CONTROL POINT
BR702	PROPERTY CORNER
UP	UTILITY POLE W/ANCHOR
PP	POWER POLE W/ANCHOR
LP	LIGHT POLE
GEN	ELECTRIC GENERATOR
E	ELECTRIC TRANSFORMER/VAULT
(E)	ELECTRIC METER
FH	FIRE HYDRANT
WV	WATER VALVE
(W)	WATER METER
	WATER PUMP
	WATER SPIGOT
C	COMMUNICATION PEDESTAL
	SATELLITE DISH
	HVAC UNIT
	MAILBOX
"STOP"	SIGN
	DELINEATION MARKER
OHE	OVERHEAD ELECTRIC LINE
SD SD	STORM DRAIN PIPE
	WIRE FENCE
	WOOD RAIL FENCE
	TREE LINE

Base Bid: Existing fence/gates to remove only

Base Bid: Existing fence/gates to remove and/or replace (Includes 6 • 12' gates, 2 • 16' gates)

Alternate 1: Existing fence/gates to remove & replace (Includes 1 • 16' gate)

Alternate 2: Existing fence/gates to remove & replace (Includes 3 • 12' gates)

Alternate 3: Existing fence along street front to remove & replace wood and wire mesh backing

Fence Not Included: Existing fence to remain

G Gates to be replaced with 12'/16' as specified by Project Manual and Project Manager

G Gates to be removed and NOT replaced

F Existing water faucet to be moved to remaining fence approximately 25' west

See A-2 Drawing for detailed layout changes to fence and gates in this area

See detail pages for changes from existing to replaced layout, dimensions, location adjustments, construction information, and any information that may assist in construction. All dimensions are approximate and subject to change on site.

Trees to remain will be marked with flagging prior to removal. Fencing along the driveway will be replaced approximately 1-2' towards the driveway parallel to each side to keep all trees to remain in each respective field.

Construction plan will need to be coordinated so that the livestock will be secure at all times. Any construction will need to account for the safety and welfare of the livestock. Any changes or adjustments to construction should be reviewed by the Project Manager and Facility Manager before proceeding with action.

It is the contractor's responsibility to locate all existing utilities prior to digging. Any damages to existing lines are the responsibility of the contractor and must be repaired by the contractor at the contractor's expense.

All gates are to be fastened when closed with hardware designed to secure the gate without a chain or additional assistance. Hardware to be approved by the project manager. Entry gate and assembly is included in the Base Bid. Entry gate automatic opening system is to be removed by the contractor. Replacement and installation will not be included in this project.

See project manual and drawings for construction plan, details, and scope.

DRAINAGE DATA

SD#1 15"RCP INV(N)=70.29 INV(S)=70.02	SD#4 15"RCP INV(N)=70.76 INV(S)=70.87	SD#8 10"RCP INV(N)=73.17 INV(S)=73.18
SD#2 15"RCP INV(N)=70.10 INV(S)=69.95	SD#5 15"RCP INV(N)=70.80 INV(S)=70.90	SD#9 15"RCP INV(N)=72.83 INV(S)=73.06
SD#3 2eo. 36"x22"RCAP INV(W)=69.86 INV(W)=69.76 INV(E)=70.15 INV(E)=70.12	SD#6 15"RCP INV(N)=71.44 INV(S)=71.54 SD#7 10"RCP INV(N)=72.60 INV(S)=72.64	SD#10 15"RCP INV(N)=65.39 INV(S)=65.51 SD#11 15"HDPE INV(W)=51.04 INV(E)=51.64

CONTROL POINT/PROPERTY CORNER DATA

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
BR1	205,439.69	1,690,007.89	66.69	RED CAPPED REBAR (WATTIER)
BR2	205,499.65	1,690,581.73	68.57	RED CAPPED REBAR (WATTIER)
BR701	205,039.68	1,691,102.18	74.27	CRIMP TOP PIPE
BR702	205,189.60	1,691,105.23	74.12	CAPPED REBAR (POLY)
BR703	205,280.69	1,691,106.83	73.88	1/2" REBAR
BR704	205,321.76	1,691,107.63	73.68	CRIMP TOP PIPE
BR705	205,519.65	1,691,119.81	72.35	1/2" REBAR
BR706	205,749.82	1,691,155.00	70.84	1/2" REBAR
BR707	205,939.47	1,691,202.13	70.98	CAPPED REBAR (POLY)
BR708	205,044.39	1,690,811.53	71.23	CAPPED REBAR (POLY)
BR709	205,058.52	1,689,805.04	49.83	CRIMP TOP PIPE
BR710	205,746.42	1,689,811.10	60.44	1/2" REBAR
BR711	205,984.10	1,689,806.35	60.47	4"x5" CONCRETE MONUMENT

CONTROL POINT/PROPERTY CORNER DATA

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
BR712	205,955.20	1,690,069.82	----	CAPPED REBAR (POLY)
BR713	205,770.65	1,690,084.32	68.49	CAPPED REBAR (POLY)
BR714	205,768.96	1,689,805.80	61.31	CAPPED REBAR (ILLEGIBLE)
BR715	205,776.66	1,689,806.06	61.95	CAPPED REBAR (POLY)
BR716	205,979.77	1,690,248.73	67.61	1/2" REBAR
BR717	205,974.51	1,690,576.53	70.72	1/2" REBAR
BR718	205,759.39	1,690,572.30	69.89	1/2" REBAR
BR720	205,528.72	1,690,567.74	68.94	1/2" REBAR
BR721	205,289.64	1,690,563.01	62.75	1/2" REBAR
BR722	205,048.47	1,690,558.23	68.16	1/2" REBAR
BR723	205,194.35	1,690,814.83	69.03	CAPPED REBAR (POLY)
01	205,447.00	1,691,181.97	73.52	RED CAPPED REBAR (WATTIER)
S101	205,043.90	1,690,811.52	71.23	CAPPED REBAR (WATTIER)

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1(R)	----	2,331.83'	431.44'	----	----
C1(A)	10°30'44"	2,350.67'	431.28'	S06°18'57"W	430.67'
C2(R)	----	2,348.82'	195.49'	----	----
C2(A)	04°45'52"	2,350.67'	195.47'	S13°57'15"W	195.42'
C3(R)	----	2,331.83'	198.28'	----	----
C3(A)	04°50'02"	2,350.67'	198.32'	S03°28'36"W	198.26'
C4(R)	----	2,331.83'	223.16'	----	----
C4(A)	05°40'42"	2,350.67'	232.96'	S08°43'58"W	232.87'

PROJECT NUMBER: PD-052-24
MPD MOUNTED UNIT GRAND BAY UPGRADES

BOUNDARY & TOPOGRAPHIC SURVEY

ALTA/NSPS Land Title Survey

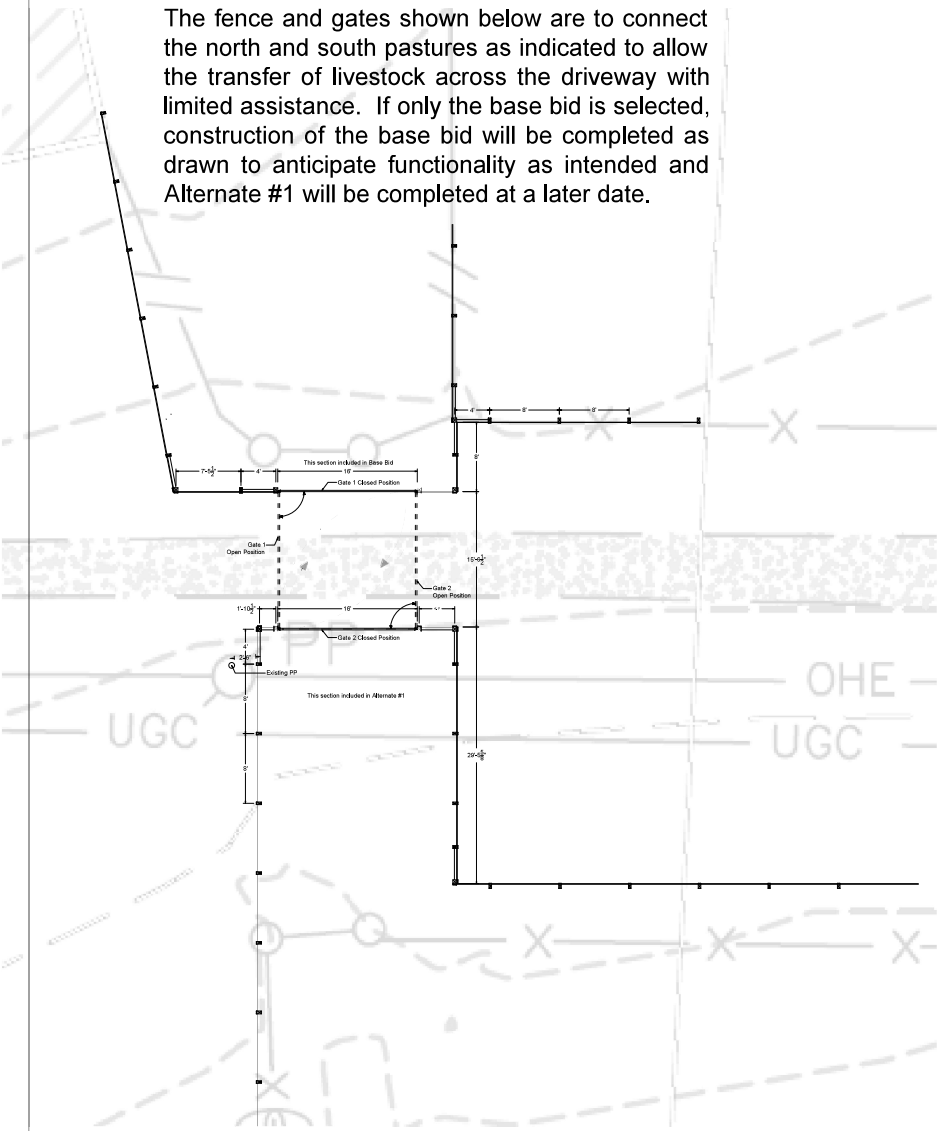
SHEET 2 OF 2

A-1

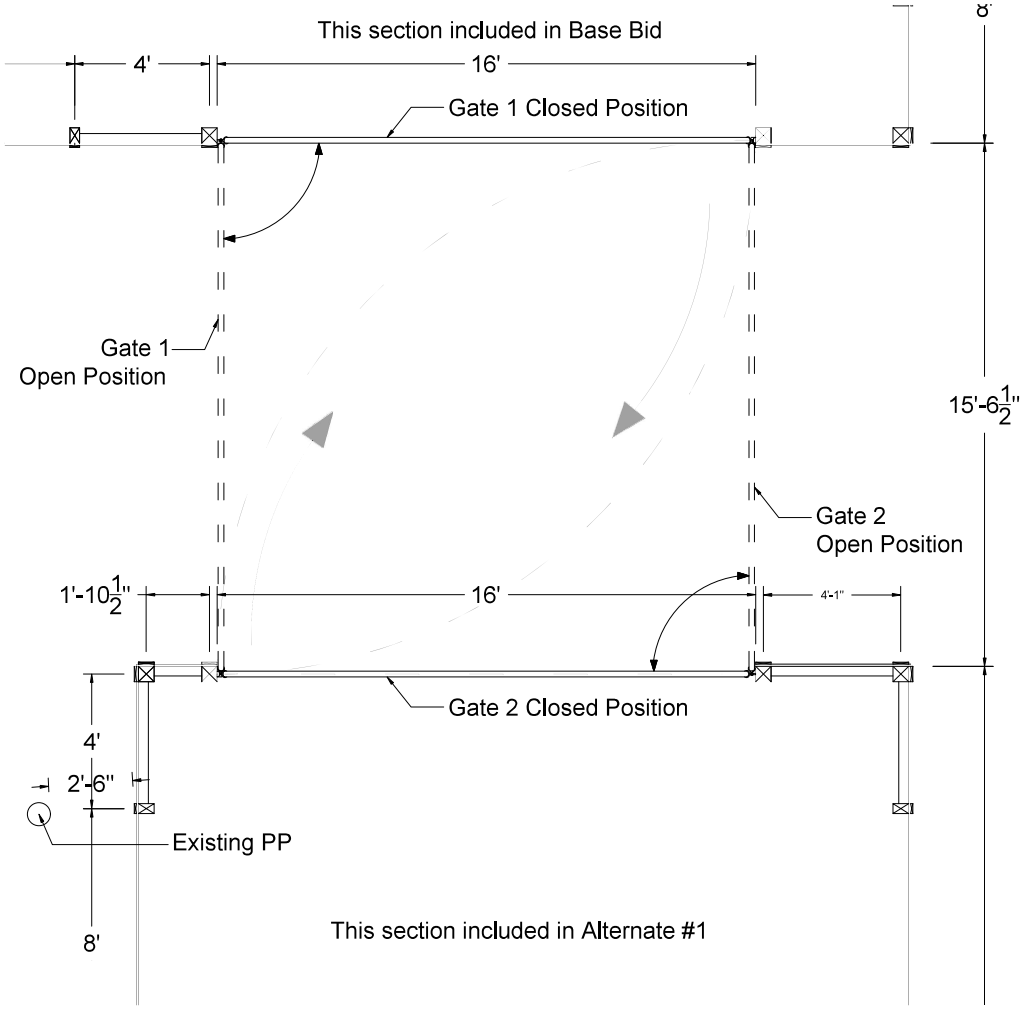
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640
mark@wattiersurveying.com

JOB NO. 24-0703 COMP. FILE 3029 DWG. NO. 45-4W-33-SUBD

The fence and gates shown below are to connect the north and south pastures as indicated to allow the transfer of livestock across the driveway with limited assistance. If only the base bid is selected, construction of the base bid will be completed as drawn to anticipate functionality as intended and Alternate #1 will be completed at a later date.



1 / A-2 **Site Plan w/ Changes**
SCALE: 1/4" = NTS



2 / A-2 **Gate Connection Site Detail**
SCALE: 1/4" = NTS

MOBILE ALABAMA

PD-052A-24
MPD GB Mounted Unit Upgrades - Fencing

6160 Gaston Loop Road
Grand Bay, ALABAMA, 36541

DRAWING DATE: January 14, 2026	DRAWN BY: TJR	REVISED: ??????
SCALE: NTS	CHECKED BY:	

SHEET NAME: Site Plan Details

SHEET NO: A-2

See project manual for scope of work and actual dimensions/information. All drawings are approximate and must be verified on site.

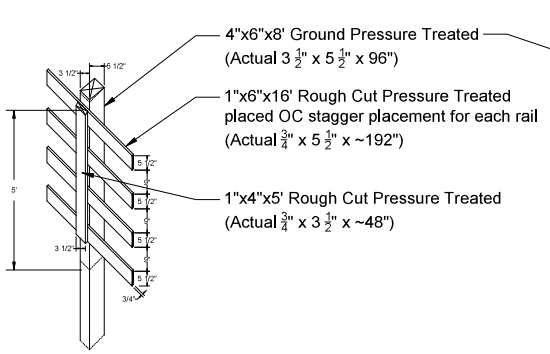
All work is to be completed in a professional manner with straight cuts, geometric screw locations, and straight wood along a straight finished fence line.

Distance to top rail from elevation is to be 5' with a variance of less than 1" to allow for change in grade.

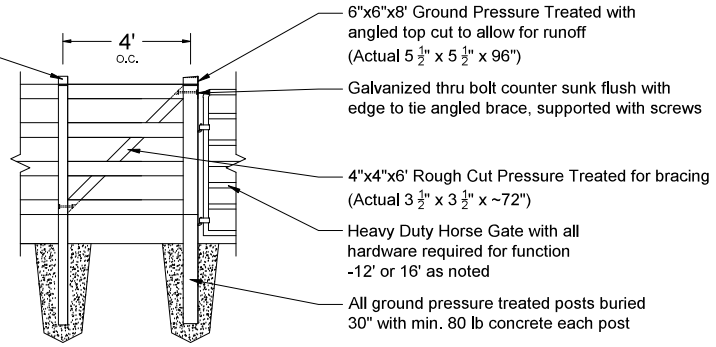
The top rail is to appear smooth along the length of fence line when viewing from end post to end post. Variance along the top rails of 1" over the distance of 16' (two posts) is not acceptable.

Each post is to receive a maximum 30* angled cut to allow water runoff with the peak on the exterior. All top cuts to match throughout project and receive waterproofing treatment as stipulated in the project manual.

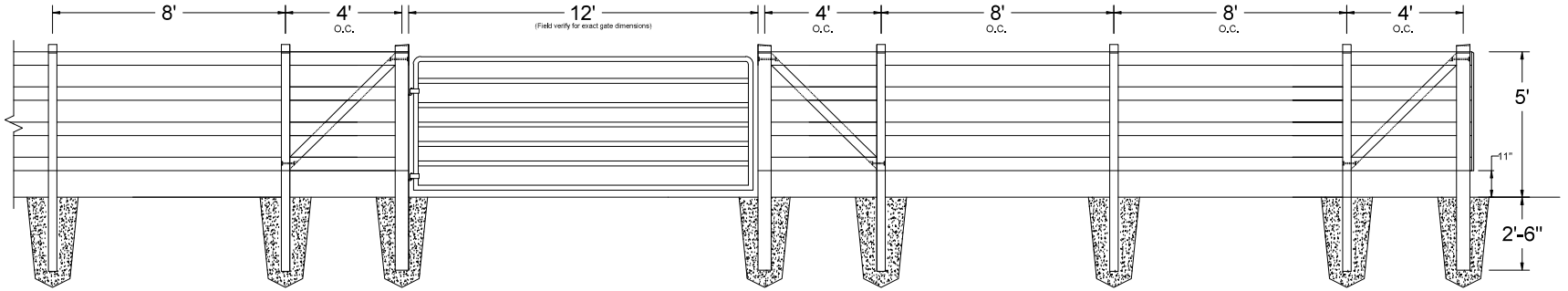
Boards used are to be straight with no bow at installation.



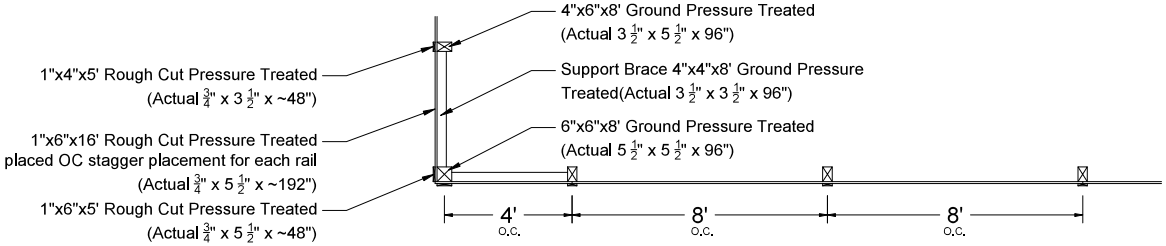
1 A-3 **Axonometric Detail**
SCALE: 1/4" = NTS



2 A-3 **Gate Post Elevation Detail**
SCALE: 1/4" = NTS



3 A-3 **Elevation Layouts**
SCALE: 1/4" = NTS



2 A-3 **Fence Plan Detail**
SCALE: 1/4" = NTS

MOBILE ALABAMA

PD-052A-24
MPD GB Mounted Unit Upgrades- Fencing

6160 Gaston Loop Road
Grand Bay, ALABAMA, 36541

DRAWING DATE: January 14, 2026	DRAWN BY: TJR	REVISED: ??????
SCALE: NTS	CHECKED BY:	

SHEET NAME: Fence Details

SHEET NO: A-3

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD MOUNTED UNIT GRAND BAY UPGRADES

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: $149,687.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052a-24

PROJECT DESCRIPTION: Upgrades to Fencing at MPD Mounted Unit Grand Bay

VENDOR NAME: Gibson Construction Services, LLC

VENDOR NUMBER: 300319

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:** 04/29/2026

RESOLUTION

Sponsored by Mayor Spiro N. 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 to execute and attest, respectively, for and on behalf of the City of Mobile, the Contract between the City of Mobile and the company listed below, for work outlined in the contract attached hereto and made a part hereof as though set forth in full herein. A copy of said Contract is on file in the office of the City Clerk.

The Mayor is further authorized to execute the Contract in substantially the form presented, subject to non-substantive revisions approved as to form and legality by the City Legal Department.

Name of Company: Gibson Construction Services, LLC

Project Name: MPD Mounted Unit Grand Bay Upgrades

Project Number: PD-052a-24

Amount: $149,687.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize contract amendment #2 with Volkert for additional construction administration services for Heroes Plaza; $145,682.68

Amount of Contract:
$145,682.68

Funding Source
C0607

ATTACHMENTS:
1. Resolution Heroes Plaza
2. PR-022-22 Amend K Volkert routing package

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by Mayor Spiro N. 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 Amendment #2 to the contract by and between the City of Mobile and the company listed below, for works outlined in the amendment 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: Volkert, Inc.

Project Name: Heroes Plaza – Professional Services

Project Number: PR-022-22

Amount: $145,682.68 (Additional Amount)

Adopted:

_____

City Clerk

AMENDMENT REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3030

DATE OF REQUEST: 04/15/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Volkert, Inc.

DISTRICT#: 2

DEPT. PROJECT#: PR-022-22

REQUEST: Please Add $145,682.68 from Capital Project#/Title:

C0607 - TIF SPORTS HOF CRTYD HEROES PL RENO

to contract# 4561.

Total amount requested: $145,682.68

Current contract amount: $184,337.96

Revised contract amount: $330,020.64

Comments: To amend the contract for additional professional service on project.

Marilyn Bullard

Employee signature

C. Stout

C. Stout (May 4, 2026 09:42:30 CDT)

Approval signature

Revised by B. Rhodes 1/6/2026

Volkert, Inc.
739 N. University Blvd.
Suite 200
Mobile, AL 36608
251-342-1070
www.volkert.com

March 30, 2026

VIA E-MAIL

Mrs. Carleen Stout
Real Estate Asset Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

Volkert Project No: 1201239
Project Description: Heroes Plaza – Phase 1
Bid and Construction Services

RE: Amendment No. 2 – Supplemental Construction Administration Services

Dear Mrs. Stout:

Please find attached the proposed Amendment No. 2 to the Heroes Plaza Professional Services Contract (PR-022-22). Amendment No. 2 includes the additional construction administration services necessary to complete the construction of the project. The construction time exceeded the original contract timeline of 12 months by approximately 15 months. This contract was based on a construction time of 12 months.

In an effort to assist the City with completion of this project, the engineering team continued to provide construction administration services without an amendment to our contract. The time and expenses incurred beyond the original contract completion date were tracked and summarized.

Volkert, Inc. respectfully requests the City of Mobile amend the existing contract to cover the additional expenses incurred. Volkert requests an amendment in the amount of $145,682.68. A summary of the total contract services and associated costs is provided in Appendices A & B attached.

Amendment No. 2 is provided for review and acceptance.

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

C. Stout

C. Stout (Apr 27, 2026 09:19:13 CDT)

Signature

Carleen Stout, Director

Printed Name and Title

CONSULTANT:

Volkert, Inc.

Signature

Harold Z. Eubanks, P.E.

Printed Name and Title

OWNER:

City of Mobile

Office of the Mayor

Signature

Spiro N. Cheriogotis, Mayor

Printed Name and Title

ATTEST:

City of Mobile

City Clerk

Signature

Printed Name and Title

SEAL

VOLKERT

Volkert Project PR-022-22 amendment request form

Final Audit Report 2026-05-04

Created:	2026-04-27
By:	Dru Bishop (dru.bishop@cityofmobile.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5k2Q9dvXEuxODivEvcmkHQNGLWC9ANzi

"Volkert Project PR-022-22 amendment request form" History

Document created by Dru Bishop (dru.bishop@cityofmobile.gov)
2026-04-27 - 9:13:18 PM GMT- IP address: 76.8.254.3

Document emailed to carleen.stout@cityofmobile.gov for signature
2026-04-27 - 9:13:45 PM GMT

Email viewed by carleen.stout@cityofmobile.gov
2026-05-04 - 2:31:46 PM GMT- IP address: 104.47.64.254

Signer carleen.stout@cityofmobile.gov entered name at signing as C. Stout
2026-05-04 - 2:42:28 PM GMT- IP address: 76.8.254.3

Document e-signed by C. Stout (carleen.stout@cityofmobile.gov)
Signature Date: 2026-05-04 - 2:42:30 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2026-05-04 - 2:42:30 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED VOLKINC Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** New Hampshire Insurance Company 23841 **INSURER C :** Allied World Surplus Lines Insurance Co 24319 **INSURER D :** Endurance American Specialty Ins Co 41718 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 993793174 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			9894987	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2970073 EXT30083306201	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) excess auto CSL	$ 2,000,000 $ $ $ $ 1,000,000
A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			019188301	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
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		WC067961222	4/1/2026	4/1/2027	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 Liab incl Poll. Liab.			03129811	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

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

Project: 1201239.000 Heroes Plaza – Bid & Constr Services City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36633-0000

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

Gregg Bodenhamer

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ATTACHMENT A

SUMMARY OF TIME & EXPENSES BEYOND ORIGINAL CONTRACT SCOPE

FOR

AMENDMENT NO. 2

TO

HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

739 N. University Blvd., Suite 200
Mobile, Alabama 36608

Volkert Project No: 1201239

Submission Date: March 16, 2026

PROJECT INTRODUCTION & SCOPE

AMENDMENT NO. 2: SUMMARY OF TIME AND EXPENSES INCURRED BEYOND ORIGINAL PROJECT SCOPE

Table 1 below summarizes Volkert's costs associated with the additional construction administration services needed to complete the construction of Heroes Plaza beyond the original project scope. Table 2 summarizes the total costs from Volkert and TSW combined. TSW costs are attached in Appendix B.

Table 1. Volkert Additional Cost Summary Table

Classification	Total Hours	Hourly Labor Rate
Staff 1 Professional	266.55	$39.94
Project Manager	220.00	$72.55
	Total Direct Labor	$26,607.01
	Combined Overhead (143.92%)	$38,292.80
	Total Labor + Overhead	$64,899.81
	Operating Margin (15%)	$9,734.97
	FCCM – Direct Labor Only (0.18%)	$47.89
	Total Costs (Volkert)	**$74,682.68**

Table 2. Total Fee Summary Table

Volkert, Inc.	$74,682.68
TSW	$71,000.00
Total	**$145,682.68**

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

AMENDMENT NO. 2
COMPLETION OF CONSTRUCTION UP TO THE PROPOSED ROUNDABOUT
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

IN

DOWNTOWN MOBILE

Volkert Project No: 1201239

Submission Date: March 30, 2026

CONTRACT AMENDMENT

Hero Plaza Construction Documents Amendment 2

This AMENDMENT (the 'Amendment') is dated and in effect as of September 16, 2025

This amendment (the "Amendment") is made by:

Between:

Owner/Company: Volkert
Address: 1110 Montlimar Dr., Suite 1050, Mobile, AL 36609

Hereafter referred to as "Owner", and

Tunell Spangler Associates, INC, d.b.a. TSW
1447 Peachtree Street, Suite 850
Atlanta, GA 30309

Hereafter referred to as "Consultant".

Parties to the agreement for:

Hero Plaza Bidding Assistance + Construction Administration (the "PROJECT")

Dated May 4, 2023, and authorized May 4, 2023 (the "AGREEMENT").

The Agreement is amended as follows:

Add Task 1 CA Extension November 2024 – October 16th, 2025: The contract has exceeded the original term of the CA agreement which was 365 days. The contract completion day was November 1, 2024. This contract amendment covers the additional time required to bring the first phase of work for the area referred to as the "North Plaza" to partial substantial completion including a final review of the partial substantial completion punch list in the field. Additionally, OAC meetings will be held on a weekly basis instead of a bi-weekly basis as stipulated in Amendment 1. This amendment covers work through October 16th, 2025 (assuming the contractor's Final Acceptance is made by this date). Extension of the schedule beyond October 16, 2025, and future work to be completed in the areas near the parking lot and roundabout referred to as the "South Plaza" will be covered in a future amendment.

Deliverables:

- 348 Day CA Extension (10 months)
- 38 OAC Meetings
- 8 Site Visits with various field reports
- RFI/Submittal Reviews + Project Communications
- Punch Walk Documentation -Multiple partial punch walks and 2 finals
- Partial Substantial Completion
- Punch Close Out Review (completed in September, anticipating a second one because of the lack of complete work)

Add Task 2 - Building and Marquee Additional Signage Design and Modeling: In addition to the CA work for the park, TSW provided at the City's request, services for design intent, and 3D modeling, of the Mobile convention center main signage to be mounted on the west side of the building, and the Mobile Convention Center Signage to be mounted on the New Marquis Sign.

Add Task 3 - Original Marquee contract time extension, review and punch list: The original Marquis CA contract expired after the construction period lapsed in the Summer of 2024. This task covers extension of that work, multiple punch walks, multiple failed field reviews, and an on site meeting with the contractor to attempt to resolve quality issues with the sign.

Amendment 2 Fees

Add Task 1 – CA Extension November 2024 –October 16, 2025	$67,020
Add Task 2 – Additional building signage	$ 1,980
Add Task 3 – Marquis CA Extension	$ 2,000
Total Amendment 2 Fees:	**$71,000 Lump Sum**

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _____ Date: 4-27-2026
Signature

Name: Sam Matheny Title: Program Manager

On behalf of Consultant: _____ Date: 9.16.2025
Signature

Name: Bryan Bays Title: Principal, TSW

Hero CA Amendment 2 Cost Breakdown

CA Agreement contract schedule complete at end of October 2024 12 construction monthly schedule.

Time included in Contract Amendment #2

1. CA time for Hero Plaza – November 2024 – October 16. 2025 – TOTAL: $67,020

November 2024 - $6,440

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$920
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

December 2024- $6,440

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$920
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

January 2025- $7,820

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 2 @ 4 hours each; 2 BB, 1 CM:	$2,300
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

February 2025- $6,440

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$920
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

March 2025- $7,820

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 2 @ 4 hours each; 1 BB :	$2,300
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

April 2025- $3,460

Attendance at (4) OAC Meetings BB, CM .75 hour each:	$1,160
Site Visits: 2 @ 4 hours each; 1 BB :	$2,300

May 2025- $7,420

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$1,150
RFI's, Communications, 3 hours / week CM:	$1,440
Punch Document Production; QA/QC, and Review 2 days	$1,840
Substantial Completion Field Review and documentation (1 day)	$1,610

June 2025- $3,970

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB :	$1,150
RFI's, Communications, 3 hours / week CM:	$1,440

July 2025- $- $5,580

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Punch Walk Review in field; CM 1 day	$2,760
RFI's, Communications, 3 hours / week CM:	$1,440

Aug 2025- $2,820

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Communications, 3 hours / week CM:	$1,440

Sept 2025- $3,170

Attendance at (2) OAC Meetings BB, CM 1 hour each:	$ 690
Site Visit and Punch Review CM 8 hrs	$1,040
Communications, 3 hours / week CM:	$1,440

October 1-16, 2025- $1,845

Attendance at (1) OAC Meetings BB, CM 1 hour each:	$ 345
Site Visit and Punch Review 6 hrs	$ 780
Communications, 3 hours / week CM:	$ 720

Expenses: November 2024 – Oct 16 2025 $ 3,800

2. **Building and Marquee Additional Signage Design and Modeling – TOTAL: $1,980**

Marquee additional lighting model, exhibit and correspondence (6 hours)	$ 880
Building name lettering, exhibit and correspondence (10 hours)	$1100
Miscellaneous correspondence (covered in CA time)	$ 0

3. **Original Marquee contract time extension, review and punch list – TOTAL $2,000**

Correspondance, 2 addl. punch walks, & site meeting with contractor (8 hours) $2,000

SUMMARY

1.	**CA Time for Hero Plaza Services: Nov 2024- Oct 16, 2025**	**$67,020**
2.	**Building and Marquee Additional Signage Design and Modeling**	**$ 1,980**
3.	**Original Marquee contract time extension, review and punch list**	**$ 2,000**
	TOTAL:	**$71,000**

21-159 **2024**

RESOLUTION

2024

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. Whereby, the sum of $35,423.61 will be added to the original contract amount of $148,914.35. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
Project Name:	Heroes Plaza - Professional Services
Project Number:	PR-022-22
Amount:	$35,423.61 (Additional Amount)

Adopted: FEB 20 2024

City Clerk

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 1/12/24

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Volkert, Inc. V#227500

DISTRICT#: Select Item. 2

DEPT. PROJECT#: PR-022-22

REQUEST: Please ADD (+) $ 35,423.61 from Capital Project#/Title:

C0607 TIF SPORTS HOF CRTYD HEROES PL RENO

to contract# 4561 .

Total amount of Change Order: $ 35,423.61

Current contract amount: $ 148,914.35

Revised contract amount: $ 184,337.96

Comments: TO AMEND THE AGREEMENT BY THE ABOVE AMOUNT FOR ADDITIONAL SCOPE OF WORK.

BRENDA PARKER
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE VOLKERT, INC AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the 20 day of Feb., 2024, between the City of Mobile as Owner and Volkert, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and Volkert, Inc. ("Consultant") entered into an Agreement for professional design services at Heroes Plaza, PR-022-22, dated August 8, 2023 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposal dated November 17, 2023, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Deductive Design Services for Heroes Plaza – Task 2 – Construction Administration Phase for the sum of ($3,700.76).
2. Additional Design Services for Heroes Plaza – Task 3 – Plan Update Phase for Addition of Alternates for the sum of $20,426.85.
3. Additional Design Services for Heroes Plaza – Task 4 – Rebid Phase for the sum of $5,706.70.
4. Additional Design Services for Heroes Plaza – Task 5 – Plan Update Phase for Marquee Modifications for the sum of $7,020.41.
5. Additional Design Services for Heroes Plaza – Task 6 – Plan Update Phase for VE (Value Engineering) Modifications for the sum of $5,970.41.

6. In Article 11.1, the original Agreement sum of One Hundred Forty-Eight Nine Hundred Fourteen and 35/100 Dollars ($148,914.35) shall be increased by the sum of Thirty-Five Thousand Four Hundred Twenty-Three and 61/100 Dollars ($35,423.61). Therefore, the new Agreement sum shall be One Hundred Eighty-Four Thousand Three Hundred Thirty-Seven and 96/100 Dollars ($184,337.96).

7. Additional Design Services shall further add an additional Zero (0) days to Section 3.1.1 of the Agreement.

8. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

9. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner

and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.

10. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

ATTEST: _____
City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA — FROM ENCHANTING TRADITION — MOBILE ALABAMA — ENDURING PROGRESS — FOUNDED 1702

CONSULTANT: VOLKERT, INC.

By: _____
Drew Davis, Vice Present

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Holly Gibney, whose name as HR Manager of Volkert, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19 day of January, 2024.

Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

Christina Williams
Notary

Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com

VOLKERT

November 17, 2023

VIA E-MAIL

Mrs. Cassie Boatwright
Real Estate Asset Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

Volkert Project No: **1201239**
Project Description: **Heroes Plaza – Phase 1**
Bid and Construction Services

RE: Amendment No. 1 – Plan Update and Rebid Services

Dear Mrs. Boatwright:

Please find the attached Amendment No. 1 – Attachment A (Engineering Fee Proposal). Amendment No. 1 will include engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates, modifications to the marquee, and value engineering modifications. Amendment No. 1 will also include bid procurement services to rebid the project.

Amendment No. 1 will be governed by the terms and conditions described in the Agreement dated August 8, 2023. A summary of professional services and associated cost is provided below:

Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
1201239	Task 1 – Bid Procurement Phase	$9,182.72	$0.00	$9,182.72
	Task 2 – Construction Administration Phase	$139,731.63	($3,700.76)	$136,030.87
	Task 3 – Plan Update Phase for Addition of Alternates	$0.00	$20,426.85	$20,426.85
	Task 4 – Rebid Phase	$0.00	$5,706.70	$5,706.70
	Task 5 – Plan Update Phase for Marquee Modifications	$0.00	$7,020.41	$7,020.41

Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
	Task 6 – Plan Update Phase for VE Modifications	$0.00	$5,970.41	$5,970.41
Total Basic Services		$148,914.35	**$35,423.61**	$184,337.96
Project No.	**SPECIAL SERVICES**	**Original Contract**	**Amendment No. 1 Rebid**	**Total**
TBD	N/A	$0.00	$0.00	$0.00
Total Special Services		**$0.00**	**$0.00**	$0.00
TOTAL PROJECT		$148,914.35	**$35,423.61**	$184,337.96

Amendment No. 1 is provided for review and acceptance. Upon your review and if you concur with the scope of services and cost associated with these services, please sign in the appropriate space provided on page 2 of this letter agreement and return a fully executed copy to Volkert.

Please call if you have any questions.

Sincerely,
VOLKERT, INC.

Jordan Stringfellow, P.E.
Assistant Vice President

JHS/
Attachment

CITY OF MOBILE

_____ Date: _____
Sandy Stimpson, Mayor

VOLKERT, INC.

_____ Date: 11-17-2023
Hank Eubanks, P.E.
Regional Vice President

VOLKERT

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: 1201239

Submission Date: November 17, 2023

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope	3 - 4
Basic Service & Special Services Summary	4 - 6
Excluded Services	6
Summary of Engineering Fee Proposal	7
Basic Service Man-Hour & Cost Estimate	8-19
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals	ATTACHMENT B

PROJECT INTRODUCTION & SCOPE

AMENDMENT NO. 1: PLAN UPDATE AND REBID SERVICES

Amendment No. 1 includes the following:

- Engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates.
- Bid procurement services to rebid the project.
- Engineering services to revise the Heroes Plaza plans due to modifications to the Marquee.
- Coordination with the Contractor to identify value engineering options and engineering services to update the plans as needed.
- Reduction in Construction Administration Services to combine the weekly site inspection with the bi-weekly OAC meeting.

The Additive Alternates shall be as follows:

- Add Alternate 1 (Keep fountain façade as is)
  - Base bid: leave existing granite cobbles in place on fountain wall. Construct the remaining fountain components per the plans.
  - Alternate: strip granite cobbles off fountain wall and re-build wall according to plans for new concrete slab described on 3/L-5.40. Remove granite cobble from fountain, clean mortar, and reuse as paving per L-2.03 (ALT). Construct new fountain face with cast in place and precast concrete components per the plans (refer to L-5.40 & L-5.41). Remove existing interpretive plaque from wall at top of fountain and relocate on new pre-cast plinth near granite cobble paving as indicated on plans.
- Add Alternate 2 (ADA Ramp)
  - Base Bid: retain portion of existing concrete stairs from north of fountain to building wall beneath arcade. Terminate existing stairs to remain by extending cheek wall along West edge of existing large staircase.
  - Alternate: Demolish existing stairs up to second landing. Construct an ADA ramp underneath the building arcade. Build a new bottom flight of stairs for the existing large staircase, and construct a cheek wall along the West edge of that staircase, and an additional wall separating the staircase from the ADA ramp. Refer to (ALT) sheets.
- Add Alternate 3 (Intersection work)
  - Base Bid: Keep Water/Government Street intersection as-is. Roundabout exit from Hero Plaza site is right out only.

- Alternate: Perform intersection enhancements indicated in plans. Roundabout exit from Hero Plaza is multi-directional. Will include installation of traffic signal pole, traffic signal heads, and milling, paving, and striping of intersection. Refer to L-2.03 and L-2.03 (ALT) for alternate paved median layout.

- Add Alternate 4 (Electrical Work)
  - Base Bid: Install conduit and junction boxes for electrical wiring and blockouts for light fixtures. Install all fountain mechanical system components (including electrical wiring but excluding fountain light fixtures). Do not install light fixtures. Do not commission lighting integrator. General contractor to coordinate with electrical contractor (under separate contract) to install footings for bollards, poles, and other related components required to complete the electrical work.
  - Alternate: Perform all electrical work as indicated in plans, including installation of all light fixtures and associated components and commissioning of lighting integrator services.
- Add Alternate 5 (Speaker System)
  - Base Bid: Exclude speakers and installation. Provide conduit for speaker wiring, but do not install wiring.
  - Alternate: Furnish and install speakers as described in plans.
- Add Alternate 6 (Camera System)
  - Base Bid: Exclude cameras and installation. Provide conduit for camera wiring, but do not install wiring.
  - Alternate: Furnish and install cameras as described in plans.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Plan Update Phase and Rebid Phase. An itemized list of services is anticipated:

Task 3: Plan Update Phase for Addition of Alternates

1. TSW:
   a. Refer to Attachment B for details.

2. Volkert:
    a. Revise Plans for the Addition of Additive Alternates
    b. Develop New Plan Sheets for the Addition of Additive Alternates
    c. Update Bid Proposal for the Addition of Additive Alternates
    d. Review Updated Plans & Specifications

Task 4: Rebid Phase

1. TSW:
    a. Refer to Attachment B for details.
2. Volkert:
    a. Coordination of the project advertisement
    b. Preparation of Bid Packets for Distribution
    c. Attend the Pre-Bid Meeting
    d. Address Contractor Questions and Issue Addendums
    e. Assist City with Bid Evaluations

Task 5: Plan Update Phase for Marquee Modifications

1. TSW:
    a. Refer to Attachment B for details.
2. Volkert:
    a. Revise Civil Plan Sheets for the Marquee Modifications

Task 6: Plan Update Phase for Value Engineering Items

1. TSW:
    b. Refer to Attachment B for details.
2. Volkert:
    a. Revise Civil Plan Sheets for the Value Engineering Items

Reduction in Construction Administration Services (Task 2)

Volkert's Construction Administration services were reduced to combine the bi-weekly OAC meetings with the weekly site inspection.

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES SUMMARY OF ENGINEERING FEE PROPOSAL HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES		
BASIC / PROFRESSIONAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
1	TOTAL BID PROCUREMENT PHASE	$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	$136,030.87
3	TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERATES	$20,426.85
4	TOTAL REBID PHASE	$5,706.70
5	TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS	$7,020.41
6	TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS	$5,970.41
	TOTAL BASIC SERVICES COST (LUMP SUM)	**$184,337.96**
SPECIAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
N/A	N/A	$0.00
	TOTAL SPECIAL SERVICES COST (COST PLUS)	**$0.00**
	TOTAL ENGINEERING COST	**$184,337.96**

MODIFICATIONS TO ORIGINAL CONTRACT

ADDITIONS TO ORIGINAL CONTRACT

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		**1**	**34**	**0**	**0**	**8**

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	1	$72.55	$72.55		
	Staff 2 Professional	34	$59.93	$2,037.62		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	8	$33.25	$266.00		
	TOTAL DIRECT LABOR			**$2,376.17**		
	Combined Overhead		143.92%	$3,419.78		
	TOTAL LABOR + OVERHEAD			**$5,795.95**		
	Operating Margin		15%	**$869.39**		
	FCCM (Direct Labor Only)		0.180%	**$4.28**		
	SUBTOTAL LABOR COSTS			**$6,669.62**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL BID PROCUREMENT PHASE - VOLKERT					**$6,682.72** LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	SUB-CONSULTANT (TSW) BID PROCUREMENT PHASE		
1.B	**BID PHASE - TSW**	**COST**	
1.B1	Bid Phase	$2,500.00	
	SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS	**$2,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$125.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$2,625.00**	**LS**

TOTAL BID PROCUREMENT PHASE	**$9,182.72**	**LS**

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
~~2A.6~~	~~Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)~~		~~0~~			
2A.7	Weekly Site Inspection and Attend Bi-Weekly OAC Meetings (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
TOTAL CONST. ADMIN. MAN-HOURS		**25**	**214**	**16**	**0**	**10**

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	25	$72.55	$1,813.75		
	Staff 2 Professional	214	$59.93	$12,825.02		
	Staff 1 Professional	16	$39.94	$639.04		
	Technician	0	$47.05	$0.00		
	Administrative Assistant	10	$33.25	$332.50		
			TOTAL DIRECT LABOR	**$15,610.31**		
	Combined Overhead		143.92%	$22,466.36		
			TOTAL LABOR + OVERHEAD	**$38,076.67**		
	Operating Margin		15%	**$5,711.50**		
	FCCM (Direct Labor Only)		0.180%	**$28.10**		
			SUBTOTAL LABOR COSTS	**$43,816.27**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**	**Cost**	
		66	20	$0.655	$864.60	
				TOTAL OUT OF POCKET	**$864.60**	
	TOTAL CONST. ADMIN PHASE - VOLKERT COST				**$44,680.87**	**LS**

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE		
2B	**CONSTRUCTION ADMINISTRATION - TSW**	**COST**	
2B.1	Construction Administration - Plaza	$87,000.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$87,000.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$4,350.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$91,350.00**	**LS**

TOTAL CONSTRUCTION ADMINISTRATION PHASE	**$136,030.87**	**LS**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
3A	**PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
3A.1	Revise Plans for the Addition of Additive Alternates		4		8	
3A.2	Develop New Plan Sheets for the Addition of Additive Alternates		2		4	
3A.3	Update Bid Proposal for the Addition of Additive Alternates		4			2
3A.4	Review Updated Plans & Specifications	4				
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**4**	**10**	**0**	**12**	**2**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
3A	**PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	4	$72.55	$290.20		
	Staff 2 Professional	10	$59.93	$599.30		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	12	$40.48	$485.76		
	Administrative Assistant	2	$33.25	$66.50		
	TOTAL DIRECT LABOR			**$1,441.76**		
	Combined Overhead		143.92%	$2,074.98		
	TOTAL LABOR + OVERHEAD			**$3,516.74**		
	Operating Margin		15%	**$527.51**		
	FCCM (Direct Labor Only)		0.180%	**$2.60**		
	SUBTOTAL LABOR COSTS			**$4,046.85**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$4,046.85** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE		
3B	PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - TSW	COST	
3B.1	Plan Updates for the Addition of Additive Alternates	$15,600.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$15,600.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$780.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$16,380.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES	**$20,426.85**	**LS**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR REBID PHASE ESTIMATE - VOLKERT					
4A	REBID PHASE - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
4A.1	Coordinate Project Advertisement		1			
4A.2	Prepare Bid Packets for Distribution		1			
4A.3	Attend Pre-Bid Meeting		2			
4A.4	Address Contractor Questions & Issue Addendums		4			
4A.5	Assist City with Bid Evaulations		4			
	TOTAL REBID PHASE MAN-HOURS - VOLKERT	0	12	0	0	0

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED REBID PHASE FEE - VOLKERT					
4A	REBID PHASE - VOLKERT	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	12	$59.93	$719.16		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			**$719.16**		
	Combined Overhead		143.92%	$1,035.02		
	TOTAL LABOR + OVERHEAD			**$1,754.18**		
	Operating Margin		15%	**$263.13**		
	FCCM (Direct Labor Only)		0.180%	**$1.29**		
	SUBTOTAL LABOR COSTS			**$2,018.60**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL REBID PHASE - VOLKERT					**$2,031.70** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) REBID PHASE		
4B	**REBID PHASE - TSW**	**COST**	
4B.1	Rebid Services	$3,500.00	
	SUBTOTAL REBID PHASE - SUBCONSULTANTS	**$3,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$175.00	
	TOTAL SUBCONSULTANT REBID PHASE COST	**$3,675.00**	LS

TOTAL REBID PHASE	**$5,706.70**	LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
5A	**PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
5A.1	Revise Civil Plans due to Modifications to the Marquee		2		8	
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**0**	**2**	**0**	**8**	**0**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
5A	**PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	2	$59.93	$119.86		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	8	$40.48	$323.84		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			**$443.70**		
	Combined Overhead		143.92%	$638.57		
	TOTAL LABOR + OVERHEAD			**$1,082.27**		
	Operating Margin		15%	**$162.34**		
	FCCM (Direct Labor Only)		0.180%	**$0.80**		
	SUBTOTAL LABOR COSTS			**$1,245.41**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$1,245.41** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE		
5B	**PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - TSW**	**COST**	
5B.1	Plan Updates for Marquee Modifications	$5,500.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$5,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$275.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$5,775.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS	**$7,020.41**	**LS**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
6A	**PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
6A.1	Revise Civil Plans due to VE Modifications		2		8	
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**0**	**2**	**0**	**8**	**0**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
6A	**PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	2	$59.93	$119.86		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	8	$40.48	$323.84		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			**$443.70**		
	Combined Overhead		143.92%	$638.57		
	TOTAL LABOR + OVERHEAD			**$1,082.27**		
	Operating Margin		15%	**$162.34**		
	FCCM (Direct Labor Only)		0.180%	**$0.80**		
	SUBTOTAL LABOR COSTS			**$1,245.41**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$1,245.41** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 *BID & CONSTRUCTION ADMINISTRATION SERVICES* SUB-CONSULTANT (TSW) PLAN UPDATE PHASE			
6B	***PLAN UPDATE PHASE FOR VE MODIFICATIONS - TSW***		**COST**	
6B.1	Plan Updates for VE Modifications		$4,500.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS		**$4,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		$225.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST		**$4,725.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS	**$5,970.41**	**LS**

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE
ALABAMA

IN

DOWNTOWN MOBILE

Volkert Project No: 1201239
Submission Date: November 17, 2023

TSW
PLANNING · ARCHITECTURE
LANDSCAPE ARCHITECTURE

CONTRACT AMENDMENT

Hero Plaza Construction Documents Amendment 1

This AMENDMENT (the 'Amendment') is dated and in effect as of October 25, 2023

This amendment (the "Amendment") is made by:

Between:

Owner/Company: Volkert
Address: 1110 Montlimar Dr., Suite 1050, Mobile, AL 36609

Hereafter referred to as "Owner", and

TSW
1447 Peachtree Street, Suite 850
Atlanta, GA 30309

Hereafter referred to as "Consultant".

Parties to the agreement for:

Hero Plaza Bidding Assistance + Construction Administration (the "PROJECT")

Dated May 4, 2023, and authorized May 4, 2023 (the "AGREEMENT").

The Agreement is amended as follows:

1. Add Tosk for design revisions for rebidding the project with alternates including Landscape Architecture and Structural Engineering:

A. Base bid:
Drawing changes: modify drawings north stairs ta keep their original configuration (no ADA ramp, no shortening af the stairs,) including associated demolition sheets, layout sheets, grading sheets, landscape sheets, changes to associated detail sheets total of 4 sheets changes.

B. Alternate 2.
ADA ramp alternate exhibit, add demolition and shoring to retain portion of stairs that are not under the building, add retaining wall between existing stairs and ADA ramp. (change to currently proposed design, no change to existing north stair layout adjacent). This will require the addition of 1 sheet and modification of a few associated sheets as well as a structural review.

C. Alternate 3.
Existing Fountain facade to remain. 1 alternate sheet update and description. Remove pavers in park entrance area.

D. All alternates: Specification updates to add alternates.

2. Add task for rebidding and negotiation with the contractor to identify opportunities for cost savings.

3. Add Task for design revisions for amending the bid documents with revisions to the landscape and hardscape design to minimize conflicts with the proposed marquee sign footer. The amended scope of work includes the following new tasks:

- Update CAD base: show sign footers, change footprint of modular seat wall, shift lighted bollard off of sign footer, modify driveway alignment and curb location to avoid conflict with sign footer.
- Coordinate new layout with civil and structural
- Coordinate updated wall light location with civil (electrical)
- Coordinate new bollard location with civil (electrical)
- Coordinate updated landscape drainage with civil (MEP)
- Update Demolition Plan L-1.01 with existing sign footers and removal of adjacent hardscape.
- Update Layout Plan L-2.01
- Update Jointing Plan L-2.11
- Update Wall Plan L-2.21
- Update Grading Plan L-3.01
- Update Light Fixture Plan L-4.01
- Update Supplementary Drainage Plan L-4.11
- Update Modular Bench detail 1/L-5.50
- Update Landscape Plan LP-1.01
- Update Overall Landscape Schedule LP-1.10
- Update Alternate Overall Landscape Schedule LP-1.10A
- Export drawing set, integrate new subconsultant drawings, and issue Addendum

4. Add Task for design revisions for amending the bid documents with revisions to the hardscape design based on VE negotiations with the contractor.

- The specific VE items that are most likely to result in feasible cost savings include utilizing CIP concrete seat walls instead of the precast modular benches and swapping out the custom wooden

seat inserts with a product. Final scope of design revisions is TBD based on completed VE negotiations.

Amendment 1 Fees

Task 1 – Plan Update for Addition of Alternates	$15,600 Lump Sum
Task 2 - Rebid Services	$3,500 Lump Sum
Task 3 – Plan Update for Marquee Modifications	$5,500 Lump Sum
Task 4 – Plan Update for VE Modifications	$4,500 Lump Sum
Total Amendment 1 Fees:	**$29,100 Lump Sum**

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _____ Date: _____
Signature

Name: _____ Title: _____

On behalf of Consultant: _____ Date: 10.25.2023
Signature

Name: Bryan Bays Title: Principal, TSW

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **FRANK F MILLSAPS** of **MOBILE**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **14** day of **Decembe**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

21-832 **2023**

RESOLUTION

2023

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:	VOLKERT, INC.
Project Name:	HEROES PLAZA – PROFESSIONAL SERVICES (CONSULTANT)
Project Number:	PR-022-22
Amount:	$148,914.35

Adopted: AUG - 8 2023

City Clerk

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this August 8, 2023.

BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P. O. Box 1827 Mobile, Alabama 36633
And the Consultant:	Volkert, Inc. 1110 Montlimar Drive, Suite 1050 Mobile, Alabama 36609 City of Mobile Business License No.: 490600 Secretary of State Registration No.: 000-142-289
For the following Project:	Heroes Plaza 1 South Water Street Mobile, Alabama 36602
Project Number:	PR-022-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FOURTEEN AND 35/100 DOLLARS ($148,914.35).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated May 5, 2023 respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Volkert, Inc.
Address:	1110 Montlimar Drive, Suite 1050
Phone Number:	(251) 342-1070
Email address:	Jordan.stringfellow@volkert.com
Name:	Jordan Stringfellow, P.E.

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant will perform assigned Bid and Construction Administration Services as prescribed in May 5, 2023 proposal.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 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 any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant 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 as set forth in Section 4.1 herein. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements set forth in Section 4.1 herein. 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.

3.1.5 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.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant'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.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated May 5, 2023.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section 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)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

F. Additional Insureds

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute

with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, Attachment "A" dated May 5, 2023;
3. Subconsultant Proposal, Attachment "B", dated May 5, 2023;
4. Certificate of Insurance with Endorsements;
5. State of Alabama Business Entity Record;
6. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. 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.

7.1 NON-DISCRIMINATION

A. 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.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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.

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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.

12.1 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 affect 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.

13.1 NON-AGENCY CLAUSE

Consultant, 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 Consultant 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 Consultant. 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, Consultant shall be wholly responsible, therefore.

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DESCRIPTIONS (Continued from Page 1)

and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

Client#: 238001 VOLKINC

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	CONTACT NAME: Sharon Brubaker
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co.	19445
INSURER B: Everest National Insurance Company	10120
INSURER C: Evanston Insurance Company	35378
INSURER D: New Hampshire Insurance Company	23841
INSURER E: Allied World Surplus Lines Insurance Co	24319
INSURER F:	

INSURED
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

COVERAGES CERTIFICATE NUMBER: 23-24 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	9894987	04/01/2023	04/01/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							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	2970073	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	XC3CU00031231	04/01/2023	04/01/2024	EACH OCCURRENCE	$10,000,000
C	X EXCESS LIAB CLAIMS-MADE			MKLV2EUE101592	04/01/2023	04/01/2024	AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	80878262	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liab Incl Poll. Liab.			03129811	07/28/2022	07/28/2023	Per Claim $2,000,000 Aggregate $2,000,000	

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

Project: Heroes Plaza Phase 1. Volkert project# 1200924.000.
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability.
All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36633-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney	HR Mgr
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Company ID Number: 105558

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Volkert & Associates, Inc.**

Company Facility Address: **3809 Moffett Rd**
Mobile, AL 36618

Company Alternate Address: **P.O. Box 7434**
Mobile, AL 36670

County or Parish: **MOBILE**

Employer Identification Number: **630247014**

North American Industry Classification Systems Code: **541**

Parent Company: **Volkert & Associates, Inc.**

Number of Employees: **500 to 999**

Number of Sites Verified for: **24**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)
- ALABAMA 6 site(s)
- FLORIDA 6 site(s)
- VIRGINIA 1 site(s)
- GEORGIA 2 site(s)
- ILLINOIS 1 site(s)
- TENNESSEE 2 site(s)
- NORTH CAROLINA 1 site(s)
- MISSISSIPPI 2 site(s)
- LOUISIANA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Holly W Gibney**

Volkert, Inc.	
Transaction Date	10/18/2010
Legal Name Merged	Volkert Construction Services, Inc.
Transaction Date	10/18/2010
Miscellaneous Filing Entry	MRGRS FILED THIS DATE EFFECTIVE OCTOBER 31, 2010 @11:59 PM
Transaction Date	07/15/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/15/2011
Registered Agent Changed From	HANCKEN, MARGARET C 3809 MOFFETT ROAD MOBILE, AL 36618
Transaction Date	12/10/2014
Legal Name Merged	ALLIED ENGINEERING & TESTING, INC. * Not On File Into Domestic
Transaction Date	12/10/2014
Miscellaneous Filing Entry	Merger Effective 12-31-2014 23:59
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SERVICE 150 SOUTH PERRY ST MONTGOMERY, AL 36104
Transaction Date	01/05/2018
Nature Of Business Changed From	GENERAL ENGINEERING & CONTRACTING
Transaction Date	01/05/2018
Principal Office Changed From	MOBILE, AL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/31/1989 Merger 15 pgs.
Document Date / Type / Pages	12/31/1996 Merger 25 pgs.
Document Date / Type / Pages	11/24/1997 Merger 13 pgs.
Document Date / Type / Pages	12/22/1998 Merger 26 pgs.
Document Date / Type / Pages	12/01/1999 Legal Name Change 4 pgs.
Document Date / Type / Pages	06/30/2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Legal Name Change 4 pgs.
Document Date / Type / Pages	10/18/2010 Merger 24 pgs.
Document Date / Type / Pages	07/15/2011 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/10/2014 Merger 8 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/16/2018 Articles of Amendment 4 pgs.

Volkert, Inc.	
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
Transactions	
Transaction Date	03/01/1950
Legal Name Changed From	J. P. Ewin, Inc.
Transaction Date	06/28/1963
Legal Name Changed From	Ewin Engineering Corporation
Transaction Date	07/31/1989
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC Non-Qualified Foreign Into Domestic
Transaction Date	12/31/1996
Legal Name Merged	Volkert & Associates, Inc.
Transaction Date	12/31/1996
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC. (LA-NQ) Non-Qualified Foreign Into Domestic
Transaction Date	11/24/1997
Legal Name Merged	Watt, Estes, Volkert & Associates, Inc.
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (MD) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (FL) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/22/1998
Miscellaneous Filing Entry	2ND MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/01/1999
Legal Name Changed From	David Volkert & Associates, Inc.
Transaction Date	06/30/2006
Registered Agent Changed From	* Added
Transaction Date	08/17/2009
Legal Name Changed From	Volkert & Associates, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Management Services, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Environmental Group, Inc.

Alabama Secretary of State

Volkert, Inc.	
Entity ID Number	000 - 019 - 440
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/15/1946
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	CONSULTING,PROJECT MANAGEMENT,PROGRAM MANAGEMENT,CONSTRUCTION
Capital Authorized	$500,000
Capital Paid In	$125,000
Incorporators	
Incorporator Name	EWIN, J P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCPHILLIPS, JAMES
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DUKES, GILBERT F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VICKERS, MARION F
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.	

Authorization

If you are in agreement with this proposal, please sign this document, keep the original for your records and send a signed copy to bbays@tsw-design.com. Work will begin upon receipt of the signed proposal.

Sincerely,



Bryan Boys, Principal

TSW
1477 Peachtree St NE
Suite 850
Atlanta, GA 30319

Accepted by:

_____	Billing Contact Information:
Signature	
_____	_____
Print Name, Title	Name
_____	_____
Company/Organization/Entity	Email
_____	_____
Date	Phone
	_____
	Company/Organization, Entity
	_____
	_____
	Address

- Meetings: attendance of onsite meetings beyond 6 will require additional services.
- Bidding assistance includes a single bid period and review of up to 45 days. Rebids will require additional services.
- Drawing revisions resulting from value engineering during bidding and CA are not included in this proposal and will be considered additional services.

1. Time Limit: This Agreement must be executed by both TSW and the Client within six months of the date of this Agreement for the fees quoted within it to be valid.
2. Amendments: Upon request, TSW will provide proposals for additional compensation including providing or coordinating services of consultants not identified in the Project scope; revisions due to changes in the scope, quality, or budget.
3. Billing and Payment Policies: Signing this Letter of Agreement signifies that the Client's intent to contract TSW for professional services. In contracting with TSW, the Client warrants that funds are available to compensate TSW for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
4. TSW will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. Client shall notify TSW of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.
5. Account delinquency longer than 120 days will result in the stoppage of work by TSW and any subconsultants. Seven days' notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees will be required to stop and start work because of account delinquency.
6. Termination: In the event of termination, suspension, or abandonment of the Project by the Client, TSW shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the TSW to suspend or terminate services. Either TSW or the Client may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
7. Arbitration: In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
8. Miscellaneous: This Agreement shall be governed by the law of the place where the Project is located.

Construction Administration. The Consultant will provide construction administration services for the project, acting as the Owners design representative. This work will include providing input and review of design reloted items for the duration of the construction phase and other items such as: attending monthly OAC meetings (in person up to 10), review of submittals, production of RFI responses, ASI's, and site visits. TSW will compile final punch lists and review close out documents.

Deliverables

- Preconstruction kick off meeting (virtual)
- RFI responses
- Submittal reviews
- OAC Meetings biweekly; 4 in person
- Final punch walk meeting (1)
- Final acceptance review (virtual)
- ASI Issuance
- Mockup reviews
- Pay application review and approval.
- Meetings: Attendance af up to 4 OAC meetings in person and 1 final punch walk.

Fees

The scope af work will be completed for a **LUMP SUM FEE of $89,500 INCLUSIVE OF EXPENSES.** Fees will be billed monthly based on the percentage of work completed. Expenses will be billed monthly at cost.

Basic Scope Tasks	Fees
Bidding Assistance	$2,500
Construction Administration incl. Structural and Fountain consultants	$87,000
Total	**$89,500**

Assumptions

- This work excludes value engineering, or production of a conformed set of drawings based on negotiated changes during the bidding process. Those changes will be additional and be completed for a negotiated fee or as an hourly service as directed by the city.
- Construction administration period is 12 months. Extension beyand that time will be cause for additional services.

Project Understanding

Roles:

Volkert Is the prime consultant and will provide day to day Owner contact, project management, periodic site visits, and construction administration as it relates to the Civil Engineering.

TSW (Consultant) will act as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. This Includes day to day communications with the contractor, coordination with sub consultants, distribution of RFI's, submittals, and general administration of the contract as described In the scope of work below. This proposal Includes consultant fees for Structural Engineering review and Fountain Design review.

The contractor will be required to provide a meeting space, create agendas, and run the OAC meetings as outlined In the Project Manual.

Schedule: The duration of this work Is 35 days for bidding, and 12 months for construction administration from the date of the contractor notice to proceed. Extension of the work beyond that time will require additional services.

Meetings: This work includes 6 meetings on site during bidding and CA. Additional on site meetings will be provided upon approval by the owner at an additional cost.

Basic Scope of Work

BIDDING + CONSTRUCTION ADMINISTATION

Bidding Assistance. The Consultant will assist the city during bidding by attending a pre bid conference on site, answering bidder questions, providing drawing clarifications, and evaluating bids. Participation in contract negotiation including value engineering (VE) discussions, reviews of contractor VE proposals, or producing conformed drawing and specifications based on the VE process will be provided for an additional fee. This work Includes a single 35 day bid period.

Deliverables:

- Bidder questions responses
- Drawing clarifications
- Meetings: 1 pre bid meeting on site

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

Volkert Project No: TBD

Submission Date: May 5, 2023

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

	Legal Name of Party to Contract:
OWNER: **City of Mobile**	CONSULTANT: **Volkert, Inc.**
Signature	Signature
William S. Stimpson, Mayor	Drew Davis, Vice President
Printed Name and Title	Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

ASSISTANT City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Drew Davis as Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of

Sworn to and subscribed for me this 22 day of May, 2023.

NOTARY PUBLIC
My Commission Expires:

CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: TBD

Submission Date: May 5, 2023

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope	3
Basic Service & Special Services Summary	3 - 4
Summary of Engineering Fee Proposal	5
Basic Service Man-Hour & Cost Estimate	6-9
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals ..... ATTACHMENT B

PROJECT INTRODUCTION & SCOPE

The proposed project will provide for bid and construction administration services for Hero Plaza Phase 1 based on the bid documents submitted to the City dated April 14th, 2023.

The project will consist of developing Heroes Plaza along the western frontage of the Mobile Convention Center and will include the construction of an accessible plaza with ramps, stairs, walls, and specialty paving to increase the location's attractiveness to visitors as they come to view the statues planned to be installed at the plaza. The project will include refurbishment of the existing fountain attached to the Convention Center. The project will also include a reconfigured entrance to the Convention Center parking lot and a modified drop off lane with new shade canopy.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

The anticipated construction schedule for this project is 12 months after the selected Contractor is given Notice to Proceed. Volkert will provide a weekly inspection of the project site and develop a weekly inspection report to be submitted to the City. The Volkert Project Manager will also attend the twice-monthly OAC Meetings to be conducted by the Contractor. Refer to the *Construction Administration Phase Section* below for a full scope of Volkert's Construction Administration services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Bid Procurement Phase and Construction Administration Phase. An itemized list of services is anticipated:

Bid Procurement Phase

1. Bid Procurement – TSW
   a. Refer to Attachment B for details.
2. Bid procurement (Volkert) will include the following:
   a. Coordination of the project advertisement with local and statewide newspapers.
   b. Preparation of Bid Packets for Distribution
   c. Conducting a Pre-Bid Meeting and Preparing a Resume of Meeting
   d. Addressing Questions and Issuing Addendums
   e. ~~Conducting a Bid Opening~~ (Removed from Scope)
   f. Evaluating and Reconciling Received Bids

Construction Administration Phase

1. Construction Administration – TSW
   a. Refer to Attachment B for details.
2. Construction Administration (Volkert) will include the following:
   a. Prepare Contract Documents & Issue for Construction Plans
   b. Conduct a Pre-Construction Meeting
   c. Review Shop Drawings / Submittals (Electrical & Traffic Signal)
   d. Address Contractor Requests for Information (RFIs)
   e. Attend OAC Meetings ~~(2 per month)~~ (1 per month)
   f. Perform Weekly Site Inspection (44 Inspections)
   g. Develop Weekly Site Inspection Report (44 Reports)
   h. Review Contractor Reports & Pay Estimates
   i. Attend Final Inspection & Prepare Punch List
   j. Prepare & Issue Record Drawings
   k. Coordinate Project Closeout
   l. Miscellaneous Meetings, Administrative Tasks, & Questions

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

1. This proposal does not include any environmental services. The proposed project is expected to have less than an acre of total disturbance; therefore, an NPDES permit is not anticipated to be required.

2. This service does not include USACE permitting. If proposed site developments are found to impact delineated wetlands, this proposal may be amended to include USACE permitting services as needed.

3. This proposal does not include construction inspection or construction material testing services.

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

SUMMARY OF ENGINEERING FEE PROPOSAL		
BASIC / PROFRESSIONAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
1	TOTAL BID PROCUREMENT PHASE	$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	$139,731.63
	TOTAL BASIC SERVICES COST (LUMP SUM)	**$148,914.35**
SPECIAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
N/A	N/A	$0.00
	TOTAL SPECIAL SERVICES COST (COST PLUS)	**$0.00**
	TOTAL ENGINEERING COST	**$148,914.35**

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		**1**	**34**	**0**	**0**	**8**

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	1	$72.55	$72.55		
	Staff 2 Professional	34	$59.93	$2,037.62		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	8	$33.25	$266.00		
	TOTAL DIRECT LABOR			**$2,376.17**		
	Combined Overhead		143.92%	$3,419.78		
	TOTAL LABOR + OVERHEAD			**$5,795.95**		
	Operating Margin		15%	**$869.39**		
	FCCM (Direct Labor Only)		0.180%	**$4.28**		
	SUBTOTAL LABOR COSTS			**$6,669.62**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL BID PROCUREMENT PHASE - VOLKERT					**$6,682.72** LS

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	SUB-CONSULTANT (TSW) *BID PROCUREMENT PHASE*		
1.B	**BID PHASE - TSW**	**COST**	
1.B1	Bid Phase	$2,500.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$2,500.00**	
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		$125.00	
TOTAL SUBCONSULTANT BID PHASE SERVICES COST		**$2,625.00**	LS

TOTAL BID PROCUREMENT PHASE	**$9,182.72**	LS

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks)** *(Site Development Only)*	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
2A.6	Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)		22			
2A.7	Weekly Site Inspection (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
	TOTAL CONST. ADMIN. MAN-HOURS	**25**	**236**	**16**	**0**	**10**

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	25	$72.55	$1,813.75		
	Staff 2 Professional	236	$59.93	$14,143.48		
	Staff 1 Professional	16	$39.94	$639.04		
	Technician	0	$47.05	$0.00		
	Administrative Assistant	10	$33.25	$332.50		
			TOTAL DIRECT LABOR	**$16,928.77**		
	Combined Overhead		143.92%	$24,363.89		
			TOTAL LABOR + OVERHEAD	**$41,292.66**		
	Operating Margin		15%	**$6,193.90**		
	FCCM (Direct Labor Only)		0.180%	**$30.47**		
			SUBTOTAL LABOR COSTS	**$47,517.03**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**	**Cost**	
		66	20	$0.655	$864.60	
				TOTAL OUT OF POCKET	**$864.60**	
	TOTAL CONST. ADMIN PHASE - VOLKERT COST				**$48,381.63**	LS

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE		
2B	*CONSTRUCTION ADMINISTRATION - TSW*	**COST**	
2B.1	Construction Administration - Plaza	$87,000.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$87,000.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$4,350.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$91,350.00**	LS

TOTAL CONSTRUCTION ADMINISTRATION PHASE	**$139,731.63**	LS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/11/2023

Submitted by:
Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:
Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:
For the development of Heroes Plaza along the western frontage of the Arthur R. Outlaw Convention Center

Amount of Contract:
$148,914.35

Funding Source
Project # Heroes Park - Professional Services PR-022-22 **Discretionary Funds**
Project String C0874 TIF-Heroes Plaza Renovations (20002000-42200) **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-022-22 Heroes Park - Professional Services	Cover Memo	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
No Reviewers Available		

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TIF-HEROES PLAZA RENOVATIONS

CAPITAL PROJECT #: C0874 (20002000-42200)

CONTRACT AMOUNT: $148,914.35 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-22

PROJECT DESCRIPTION: FOR THE DEVELOPMENT OF HEROES PLAZA ALONG THE WESTERN FRONTAGE OF THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: VOLKERT, INC.

VENDOR NUMBER: 227500

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 7/06/2023

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:
Accept an easement from the Mobile Airport Authority for a nonexclusive utility easement agreement to run fiber optic for security purposes to Arlington Park, located at 1705 S. Broad Street.

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. RESOLUTION Arlington Fiber
2. Non Exclusive Utility Agreement

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an easement from the Mobile Airport Authority, for a nonexclusive utility easement agreement, to run fiber optic for security purposes to Arlington Park, located at 1705 S. Broad Street.

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

This instrument is executed this _____day of _____, 2026, by and between the Mobile Airport Authority, a public corporation ("Grantor") and the City of Mobile, a municipal corporation ("'Grantee").

RECITALS

WHEREAS, Grantor owns one (1) parcel of real property adjacent to City Parcels, being Tax Parcel Number R022911530001002.000, Key No. 974501.

WHEREAS, Grantee is the owner of Arlington Park within those certain two (2) parcels of real property in the County of Mobile, State of Alabama, being tax Parcel Nos. R022911530001002.001 and R023201520002002.003, Key Nos. 4004062 and 4004064 respectively.

WHEREAS, Grantee is currently in need of a utility easement to run fiber optic for security purposes to Arlington Park.

WHEREAS, Grantor is willing to grant an easement under their parcel to the Grantee for such purposes, described and shown as below:

See attached **"EXHIBIT A"**

As shown on **"EXHIBIT B"**

The easement and right of way granted herein shall run with the respective lands, benefiting Grantee and burdening Grantor parcel. The provisions of this instrument shall be binding upon the successors, assigns and transferees of the Grantor and the Grantee.

Grantor reserves unto itself, its tenants, servants, agents, customers, guests, invitees, licensees, employees, transferees and assigns the non-exclusive right to use the said easement area for maintenance at any time, and for any other use which shall not unreasonably interfere with the grant of the rights herein.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction of this project is the sole responsibility of the Grantee and Grantee's construction will comply with the City of Mobile's regulations for construction in Flood zone and Floodway areas. If at any time the easement descripted herein is the underlying cause of any erosion or washing, then Grantee will immediately take necessary steps to prevent same.
3. Grantee shall maintain, replace and repair the fiber optic within the said Easement and shall keep it in good condition fit for the purposes intended by this instrument. Grantee shall provide prior written notice to Grantor prior to entering the easement area for routine maintenance.
4. Grantor specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Grantee's easement area as constructed, hinder, or interfere with the Grantor's ingress or egress for the proper use of its land, easements or encumbrances, then Grantee shall make the necessary provisions to eliminate same.

5. Grantee covenants that the initial improvements to the subject property will be in compliance with those engineering plan drawings prepared by Sawgrass, titled Arlington Park Fiber Optic Installation which such drawing is hereby incorporated by reference herein as a part hereof. The said plans will be constructed only after approval by the City of Mobile's Engineering Department via the City of Mobile's Land Disturbance Permitting Process.
6. The easement herein described is designed to provide a Non-Exclusive Utility Easement for fiber optic installation. In the event of a hazardous condition occurring after use, the responsible party, whether from Grantor's use or Grantee's use, will be solely responsible for all clean up and disposal of the hazard or pollutant at no expense to the other party and for notification to all regulatory authorities if such an event should occur. Grantee shall be responsible for hazardous conditions to the extent caused by its installation, use, or maintenance of the fiber optic facilities, and shall have no responsibility for pre-existing conditions or conditions not caused by Grantee or its contractors.
7. Except as necessary within the boundaries of said easement, any and all lands and/or improvements, excluding trees and shrubs, disturbed in the utilization of the rights hereby granted will be restored by the Grantee to a condition substantially the same as existed immediately prior to said disturbance; Grantee must establish vegetation on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the Grantor.
8. Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement.
9. The easement granted hereby may not be conveyed by the Grantee.

10. Grantor reserves the right to access, pave, build drives and parking areas over, and to use and enjoy said parcel of land, provided that Grantor, its successors and assigns, shall not construct or permit to be constructed on, over, or under said parcel any obstruction that may unreasonably interfere with the rights hereby granted.
11. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.
12. Any notice to be given by Grantor shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to Mobile Airport Authority, 1891 Ninth Street, Mobile, Alabama 36615.

Subject to said terms and conditions, **TO HAVE AND TO HOLD THE SAME** unto the GRANTEE, its successors and assigns, for so long as the herein mentioned lands are used for the above purposes.

--------SIGNATURES TO FOLLOW--------

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed in their name and seals affixed hereto on this the date above written.

GRANTOR:
MOBILE AIRPORT AUTHORITY
a public corporation

By: J. Adam Hays (SEAL)

Its: Acting Executive Director

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that J. Adam Hays, whose name as Acting Executive Director, of the Mobile Airport Authority, a public corporation, has signed 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 public corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the 24 day of April, 2026.

Notary Public
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
AMBER GILL
My Commission Expires
February 1, 2027

GRANTEE:
CITY OF MOBILE, A Municipal Corporation

By: Spiro N. Cheriogotis

Its: Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

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

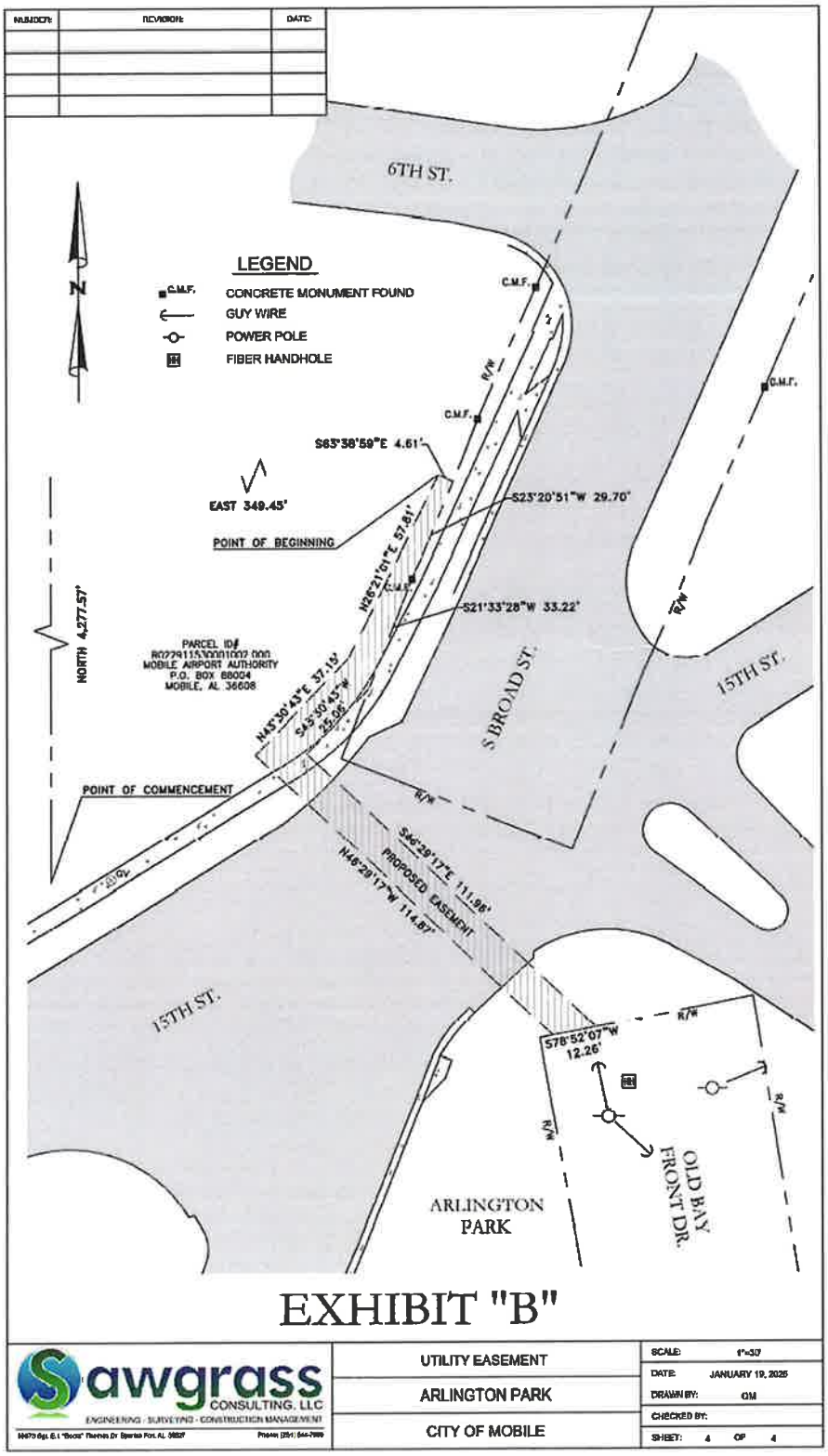
GRANTOR
Mobile Airport Authority
1891 Ninth Street
Mobile, AL 36615

"EXHIBIT A"

UTILITY EASEMENT DESCRIPTION:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED AS "BROOKLEY BASE LINE ZERO (PIDBH3174) AND BEING LOCATED AT LATITUDE NORTH 30°38'15.48", LONGITUDE WEST 88°03'49.21" NAD 83 (ALABAMA WEST STATE PLANE COORDINATES NORTH 232240.40, EAST 1791229.56); THENCE RUN NORTH 4,277.57 FEET TO A POINT; THENCE RUN EAST 349.45 FEET TO THE POINT OF BEGINNING; THENCE RUN S63°38'59"E, 4.61 FEET TO A POINT LOCATED ON THE WEST RIGHT OF WAY LINE OF S BROAD STREET; THENCE RUN S23°20'51"W, ALONG SAID WEST RIGHT OF WAY LINE, 29.70 FEET TO A CONCRETE MONUMENT; THENCE RUN S21°33'28"W, ALONG SAID WEST RIGHT OF WAY LINE, 33.22 FEET TO A POINT; THENCE RUN S43°30'43"W, LEAVING SAID WEST RIGHT OF WAY LINE, 25.06 FEET TO A POINT; THENCE RUN S46°29'17"E, 111.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD BAY FRONT DRIVE; THENCE RUN S78°52'07"W, ALONG SAID NORTH RIGHT OF WAY LINE, 12.26 FEET TO A POINT; THENCE RUN N46°29'17"W, LEAVING SAID NORTH RIGHT OF WAY LINE, 114.87 FEET TO A POINT; THENCE RUN N43°30'43"E, 37.15 FEET TO A POINT; THENCE RUN N26°21'01"E, 57.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1,835 SQ.FT.±.

"EXHIBIT B"


NUMBER:
REVISION:
DATE:
6TH ST.
LEGEND
C.M.F. CONCRETE MONUMENT FOUND
GUY WIRE
POWER POLE
FIBER HANDHOLE
N
C.M.F.
R/W
S63°38'59"E 4.61'
EAST 349.45'
S23°20'51"W 29.70'
POINT OF BEGINNING
N26°21'01"E 57.81'
S21°33'28"W 33.22'
NORTH 4,277.57'
PARCEL ID#
R022911500001002.000
MOBILE AIRPORT AUTHORITY
P.O. BOX 66004
MOBILE, AL 36608
N45°30'43"E 37.13'
S45°30'43"W 25.06'
S. BROAD ST.
15TH ST.
POINT OF COMMENCEMENT
S46°29'17"E 111.98'
N46°29'17"W 114.87'
PROPOSED EASEMENT
15TH ST.
S76°52'07"W 12.26'
OLD BAY FRONT DR.
ARLINGTON PARK
EXHIBIT "B"
Sawgrass CONSULTING, LLC
ENGINEERING · SURVEYING · CONSTRUCTION MANAGEMENT
UTILITY EASEMENT
ARLINGTON PARK
CITY OF MOBILE
SCALE: 1"=30'
DATE: JANUARY 19, 2026
DRAWN BY: GM
CHECKED BY:
SHEET: 4 OF 4

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 TO CONSIDER VACATION OF PORTION OF UNOPENED RIGHT-OF-WAY ON OVERLOOK ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of portion of unopened right-of-way on Overlook Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of May, 2026, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20

WHEREAS FAITH MINISTRES INC, constitute all of the abutting landowners surrounding an unused portion of the existing unopened right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right-of-way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile;

AND, WHEREAS, the above-described area is not needed as a right-of-way for any public purpose and the vacation of the same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

15,815– area to be vacated
136,125– Parcel "A" tract
20,602 – Parcel "B" tract

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

$101,000 – Parcel "A" tract
$12,200 – Parcel "B" tract

WHEREAS, FAITH MINISTRES INC, desire to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned FANNIE JOHNSON, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By Rev Fannie Johnson

Date: 10-6-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC PASTOR, whose name as FANNIE JOHNSON, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, she, as such PASTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned LISA BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-6-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as LISA BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025.

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned DARRYL BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: _____

Date: 10-16-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as DARRYL BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 16th day of October 2025.

_____

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS FAITH MINISTRES INC, constitute all of the owners of land abutting a portion of the public right-of-way known as an unused portion of the existing unopend right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS,FAITH MINISTRES INC desire to vacate said right-of-way, and have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated;136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of an unused portion of the existing unused right-of-way in the City of Mobile,

Alabama as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, TO BE RESOLVED, declare the following described unused right-of-way in the City of Mobile, Alabama right-of-way of to be, and is hereby, vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of an unused right-of-way in the City of Mobile, Alabama so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By: Rev Fannie Johnson

Date: 10-9-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FANNIE JOHNSON, whose name as PASTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, she, as such PASTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October 20__.

Paulette H Mayor

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAYOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries, Inc. Director

By: _____

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that DARRYL BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

_____

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that LISA BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Grantor's/Grantee's Addresses:
6694 Royalty Way
Mobile, Alabama

PREPARED BY:
John Crenshaw
Professional Land Surveyor

RESOLUTION ASSENTING TO THE VACATION OF A PORTION OF AN UNUSED PORTION OF A CITY OWNED RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

WHEREAS, FAITH MINISTRIES INC, constitutes all of the abutting landowners surrounding an unused portion of an unopened right-of-way in the City of Mobile, Mobile County, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, said right-of-way constitutes an unused right-of-way that serves no public purpose since a portion of said right-of-way abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that FAITH MINISTRIES INC is the only owner of lands abutting said abandoned alley portion; and,

FAITH MINISTRIES INC desires to vacate said unused portion of an unopened right-of-way described above, and has requested the City of Mobile to vacate the same, and has provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the Code of Alabama; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, FAITH MINISTRIES INC has now submitted a petition to the City of Mobile to vacate said unused portion of an unopened right-of-way more particularly described herein, being a public street lying within the city limits of the City of Mobile, Alabama, pursuant to the Code of Alabama § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused right-of-way portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated; 136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, Alabama, pursuant to § 23-4-20 of the Code of Alabama (1975), as amended, that the following described right-of-way of an unopened service road is hereby vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

Notice of this Resolution shall be published once in a newspaper of general circulation in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the___day of _____, 2025, in Mobile, Alabama.

STATE OF ALABAMA)

COUNTY OF MOBILE)

2002041299 Book-5165 Page-1470
Total Number of Pages: 4

1100
100
1250
1485
100
1585
200
1605

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Hatten's Nursery, Inc.,** hereinafter called the Grantor, in consideration of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS, of which the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS is hereby acknowledged to have been paid to said Grantor by **Faith Ministries, Inc.,** hereinafter called the Grantee, and the balance of which is payable as hereinafter set forth, does hereby grant, bargain, sell and convey, subject to the exceptions, reservations and limitations hereinafter set out, unto the Grantee, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A: Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 90 feet to the Southwest corner of the intersection of the South right of way line of Overlook Road and the West line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, said point being the point of beginning of the property herein described, thence continuing S 89 degrees 41 minutes W along said South line of Overlook Road, run 119.70 feet, thence run S 00 degrees 21 feet E 175.0 feet, thence run S 89 degrees 41 minutes W 122.00 feet to a point on the East line of Terkeurst Subdivision as per plat recorded in Map Book 15, Page 115 of the Probate Court records of Mobile County, Alabama, thence along said East line of Terkeurst Subdivision and an extension thereof, run S 00 degrees 20 minutes 33 seconds E 456.0 feet, thence run N 89 degrees 57 minutes 37 seconds E 242.15 feet to a point on said West line of 40 foot service road right of way, thence along said West line of right of way, run N 00 degrees 21 minutes W 632.34 feet to the point of beginning.

Parcel B: Commencing at the Northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 25.0 feet to the Southwest corner of the intersection of Overlook Road and Middle Ring Road, said point being the point of beginning of the property herein described, thence along the West right of way line of Middle Ring Road run S 00 degrees 21 minutes E 632.65 feet, thence run S 89 degrees 57 minutes 37 seconds W 25 feet to a point on the East line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, thence along said East line of right of way, run N 00 degrees 21 minutes W 632.53 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run N 89 degrees 41 minutes E 25.0 feet to the point of beginning.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said Grantee, its heirs and assigns forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Mobile County as recorded in Deed Book 495, Page 470. As to Parcels "A" and "B"

3. Oil, gas and mineral rights as recorded in Real Property Book 1515, Page 714. As to Parcels "A" and "B"

4. Right of way to City of Mobile as recorded in Real Property Book 1473, Page 820. As to Parcels "A" and "B"

5. Easement granted to Board of Water & Sewer Commissioner of Mobile as recorded in Real Property Book 1540, Page 38. As to Parcels "A" and "B"

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does for itself and for its heirs, executors and administrators, hereby covenant with the Grantee herein, its heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that it will forever **WARRANT AND DEFEND** the title thereto, and the peaceable possession thereof unto the said Grantee, its heirs and assigns, against the lawful claims of all persons whomsoever.

The balance of the purchase price, to-wit: the sum of Eighty-Five Thousand and NO/100 ($85,000.00) Dollars, to secure payment of which a vendor's lien is hereby specifically retained by the Grantor, is evidenced by promissory note of even date herewith made by the Grantee and payable to the order of the Grantor as follows:

> By three hundred fifty-nine (359) monthly installments of Five Hundred Thirty-Seven and 26/100 ($537.26) Dollars, including interest at six and one-half (6.5%) percent per annum, and one monthly payment of the remaining principal and interest due, the first monthly installment being due and payable on July 1, 2002, and one of such subsequent monthly installments of principal and interest being due and payable on or before the same day of the month in each ensuing month thereafter;

By accepting this conveyance, the Grantee hereby agrees and binds itself so long as any part of the said purchase price, or the interest thereon, remains unpaid, to pay said note and the interest thereon promptly upon maturity, and as follows:

1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire and all physical loss in companies satisfactory to Grantor, in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said improvements, as may be required by Grantor, with loss, if any, payable to the Grantor as its interest may appear, the policies evidencing said insurance to be approved by and deposited with Grantor.

2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien as to keep the same from becoming in default.

3. That if the Grantor shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.

4. That if the Grantee fails to perform any of the duties herein specified, the Grantor may perform the same, and any sum expended by the Grantor in this behalf, including any principal, interest or other payments on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantor.

6. And Grantee hereby vests Grantor with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at its option to take possession of said property and at its option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and interest thereon to the date of sale, and any amount that may be due the Grantor by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

7. At any sale under the powers herein contained, the said Grantor may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

9. Should the Grantee sell, transfer or convey any interest in said property or transfer the within vendor's lien without the written consent of the Grantor, such conveyance or transfer shall be a default under the terms hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals on this the 24th day of May, 2002.

Grantor:

Hatten's Nursery, Inc.

By: William A. Hatten (SEAL)
Its: PRESIDENT

Grantee:

FAITH MINISTRIES, INC.

BY: Rev. Fannie L. Johnson (SEAL)
Its: Director

BY: Darryl Vaughn Bracy Sr. (SEAL)
Its: Director

BY: Debra E. Lett (SEAL)
Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William A. Hatten, Sr., whose name as President of Hatten's Nursery, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Fannie L. Johnson, Debra E. Lett and Darryl Vaughn Bracy, Sr., whose names as Directors of Faith Ministries, Inc. are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

Grantee's Current Address:

6417 Princeton Woods Dr. N
Mobile, AL 36618

This instrument prepared by:
Jason D. Smith
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
62473

State of Alabama - Mobile County
I certify this instrument was filed on:

Tue, May-28-2002 @ 10:31:13AM

RECORDING FEE	11.00
MORTGAGE TAX	127.50
DEED TAX	10.00
S. R. FEE	2.00
SURCHARGE	10.00
TOTAL AMOUNT	$160.50

2002041299
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

400776

KNOW ALL MEN BY THESE PRESENTS, that J. F. PATE and IRENE W. PATE, husband and wife, the Grantors, for and in consideration of the sum of ONE DOLLAR ($1.00) cash, hereby acknowledged to have been paid to them by the CITY OF MOBILE, ALABAMA, a municipal corporation, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY unto the said City of Mobile, Alabama, the Grantee, a right of way for a public road over and across the following described real property situated in the City and County of Mobile, State of Alabama, to-wit:

A strip of land 40 feet in width, having 20 feet on each side of the following described centerline: Commencing at the Northeast Corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00° 21' E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89° 41' W 70 feet to the beginning of said centerline, thence run S 00° 21' E, parallel with and 45 feet West of the West right of way line of Middle Ring Road, a distance of 632.43 feet, more or less to the end of said centerline.

The undersigned Grantors except from the foregoing conveyance and retain and reserve unto themselves, their heirs and assigns, in perpetuity, all interest or interests in and to all oil, gas and other minerals in, on or under the real property herein conveyed to the extent said oil, gas and other minerals have not been heretofore conveyed or reserved.

TO HAVE AND TO HOLD said right of way unto the City of Mobile, Alabama, a municipal corporation, its successors and assigns, forever, for such public road purposes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this 27th day of May, 1975.

J. F. Pate (SEAL)
J. F. PATE

Irene W. Pate (SEAL)
IRENE W. PATE

Grantors

RECORD FEE 1.25
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
JUL 9 8 28 AM '75
RECORDED
DEED TAX
CLERK OF THE CIRCUIT COURT
JUDGE OF PROBATE

REAL PROP 1473 PAGE 0820

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, hereby certify that J. F. Pate and Irene W. Pate, husband and wife, whose names 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 27th day of May, 1975.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT PREPARED BY RICHARD F. PATE ATTORNEY AT LAW MOBILE, ALA.

I CERTIFY THAT THERE WAS NO TAX COLLECTED ON THIS INSTRUMENT.

John L. Moore.

JUDGE OF PROBATE

REAL PROP 1473 PAGE 0821

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

May 16, 2025

VIA ELECTRONIC MAIL
Faith Ministries Inc
6401 Overlook Road
Mobile, AL 36618

Re: Vacation of service road along Overlook Road and Middle Ring Road

Mr. Crenshaw,

You have requested consent by Alabama Power Company to the vacation of a service road along Overlook Road and Middle Ring Road in Mobile, AL more particularly described in the survey provided.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Survey

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 29, 2025

Mr. John F. Crenshaw, P.L.S.
802 Murray Hill Road
Irvington, AL 36544-3438

RE: Request to vacate a 40' Wide Service ROW
East of and adjacent to 6401 Overlook Road (south side at Middle Ring)
Section 08, T4S-R2W

Dear Mr. Crenshaw:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

June 6, 2025

Faith Ministries, Inc.
6401 Overlook Road
Mobile, Al 36618

Re: Vacation Request

Vacation: 40- foot unopened, unpaved service road

Faith Ministries Inc.,

In response to John F. Crenshaw letter dated May 7th, 2025 relative to the above referenced Vacation Request 40' unopened, unpaved service road.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

~~Alex Sammet (Jun 13, 2025 14:15 CDT)~~
Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: John F. Crenshaw

Engineering Approval: RJ

Systems Planning Approval: WM

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

May 13, 2025

John Crenshaw
Faith Ministries, Inc.
6401 Overlook Rd
Mobile, Alabama 36618

Dear Mr. Crenshaw

This letter is written in response to your letter of May 7, 2025 wherein a request is made of AT&T for consent to the vacation of ROW for an unused service road off of Overlook Rd, as described in the attached survey of May 7, 2025. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

COMCAST

September 9, 2025

John F. Crenshaw
Land Surveyor
c/o Faith Ministries, Inc.
6401 Overlook Road
Mobile, AL 36618

Re: Request to Vacate Portions of Property at 6401 Overlook Road, Mobile, AL 36618

Dear Mr. Crenshaw,

This letter is in response to your letter dated May 7, 2025, requesting Comcast to consent to the vacation of portions of a 40-foot unopened, unpaved service road located at or near 6401 Overlook Road, Mobile, AL 36618.

Comcast currently has aerial facilities along the right of way of the said property, and defined as:

> An easement 25 feet in width, the centerline of which is described as follows:
> Commencing at the northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, and run S 00 degrees 28 minutes 50 seconds E along the East line of Section 8 a distance of 40 feet more or less to a point on the south right of way line of Overlook road; thence westerly a distance along the south right of way of Overlook road a distance of 37.5 feet to the point of beginning; thence S 00 degrees 28 minutes 50 seconds E and parallel with the centerline of Middlering Road a distance of 623 feet more or less to a point of ending on the north property line of Joseph B. Stapleton.

Comcast consents to vacate the said portions of the said property but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the said property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at Rodney_Governs@comcast.com or (501) 912-1774.

Sincerely,

Rodney Governs

Rodney Governs
Director of Construction

Kim Hastie
Revenue Commissioner
Mobile County, Alabama

3925 Michael Blvd Suite G
Mobile, AL 36609

Printed on: 10/7/2025

2025 ASSESSMENT STATEMENT

Owner

FAITH MINISTRIES INC

Mailing Address

6694 ROYALTY WAY
MOBILE AL 36618-4642

PARCEL INFORMATION	
Parcel Number	28 03 08 1 001 001.01X
Receipt Number	121464
Account Number	01416051
Tax Year	2025
Tax & Cost	$0.00
Escaped Taxes Due	$0.00
Amount Paid	$0.00
Total Due	$0.00
Due Date	

ASSESSMENT INFORMATION	
Location	6401 OVERLOOK RD MOBILE AL 36618-3106
Neighborhood	MUNI 14 MOBILE PROPER
Subdivision	
Lot	
Block	
Property Class	2
Acreage	2.980
Exempt Code	OTH
Municipality	14 - MOBILE
School District	2
Disability Code	
Over 65 Code	
Key #:	1416051



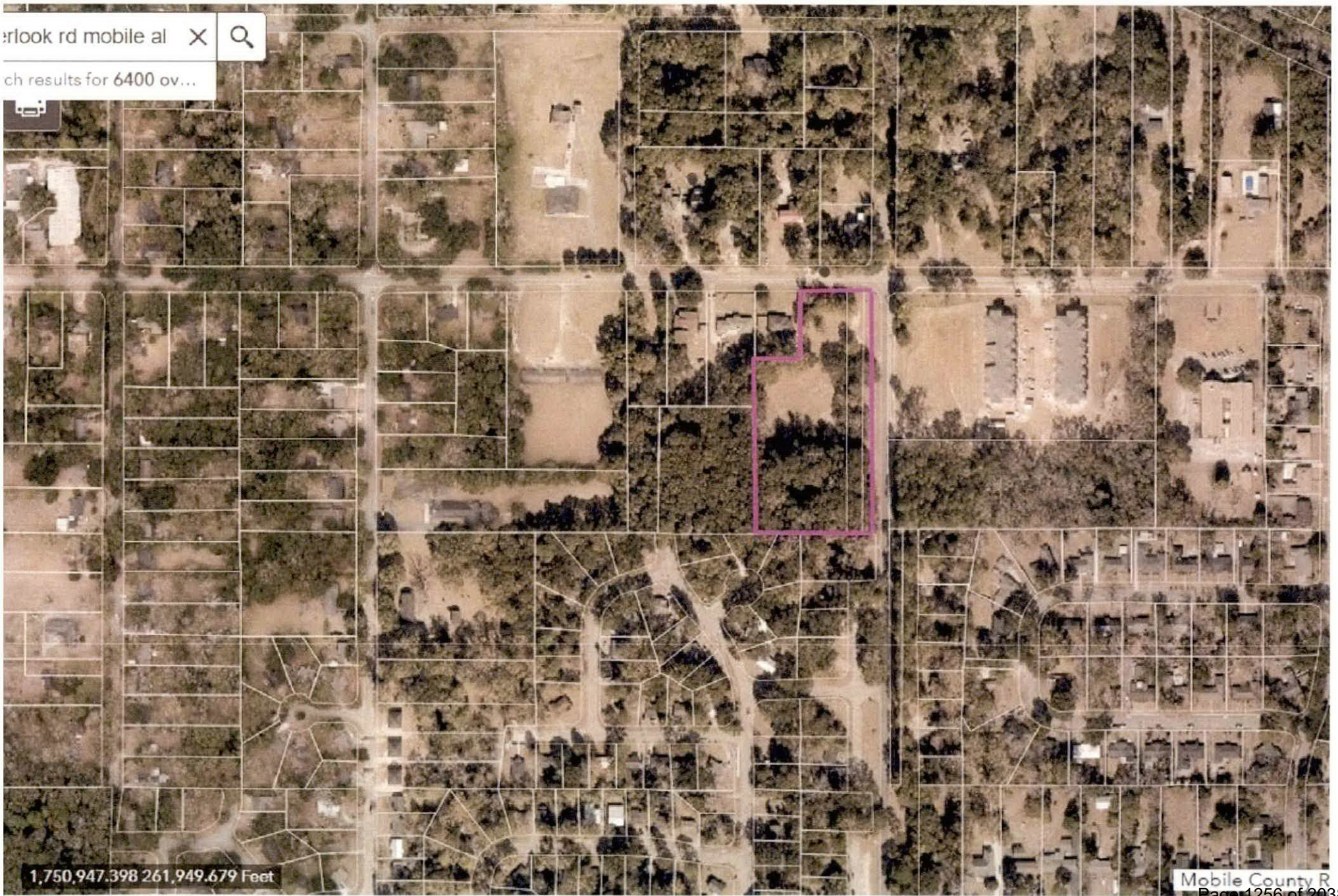
VALUATION SUMMARY

Improvement Value	Land Value	Market Value	Appraised Value	Assessed Value
$0	$101,000	$101,000	$101,000	$20,200

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
STATE	14 - MOBILE	$20,200	6.50	$131.30	$131.30	$0.00
COUNTY	14 - MOBILE	$20,200	20.50	$414.10	$414.10	$0.00
SCHOOL	14 - MOBILE	$20,200	14.00	$282.80	$282.80	$0.00
DIST SCHOOL	14 - MOBILE	$20,200	15.50	$313.10	$313.10	$0.00
CITY	14 - MOBILE	$20,200	7.00	$141.40	$141.40	$0.00
FOREST	14 - MOBILE	$0	0.00	$0.00	$0.00	$0.00
TAX TOTAL				**$1,282.70**	**$1,282.70**	**$0.00**

Current Due	$0.00
Fees	$0.00
Payments	$0.00
Back Taxes	$0.00
TOTAL DUE	$0.00
Due Date	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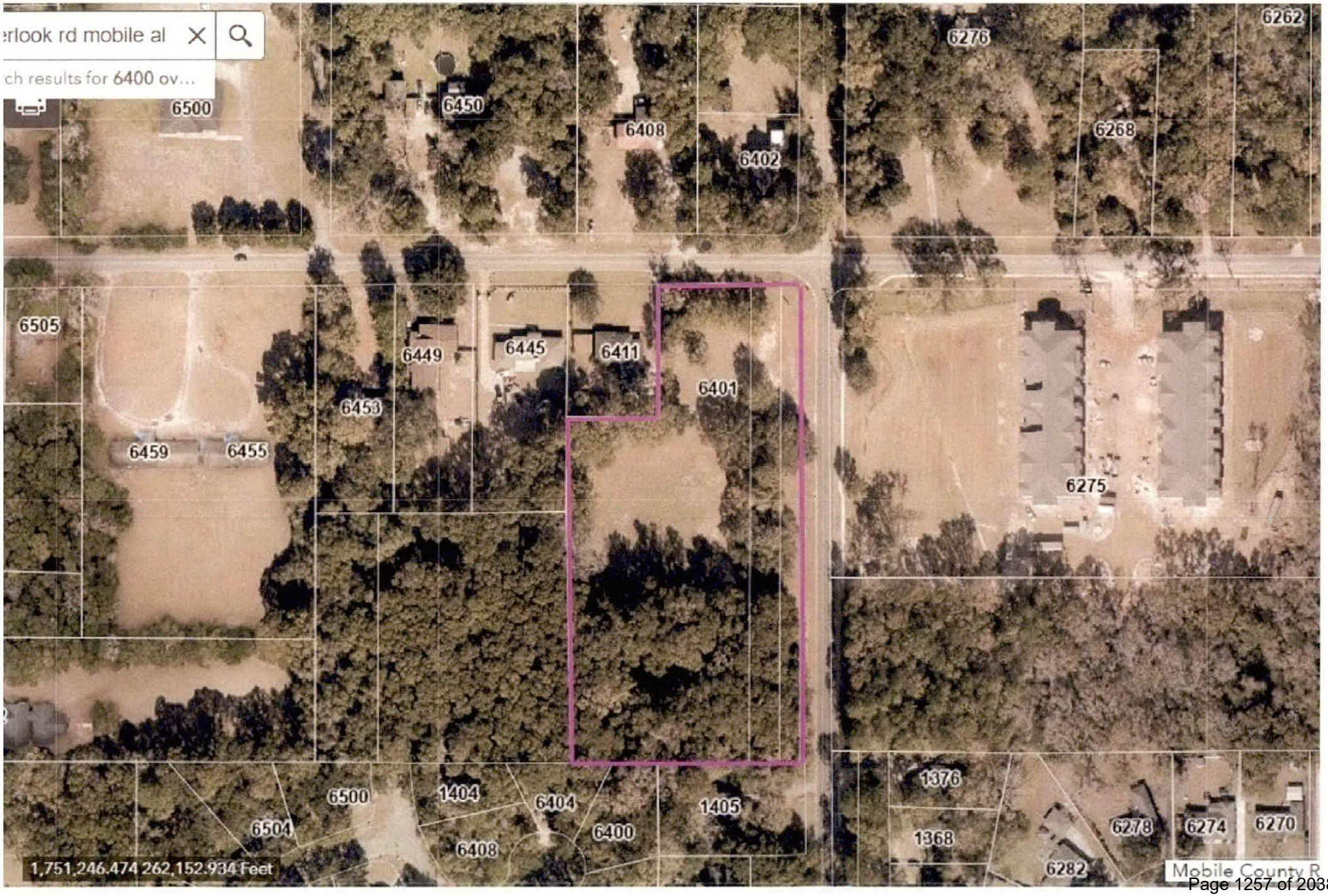
1,750,947.398 261,949.679 Feet
Mobile County R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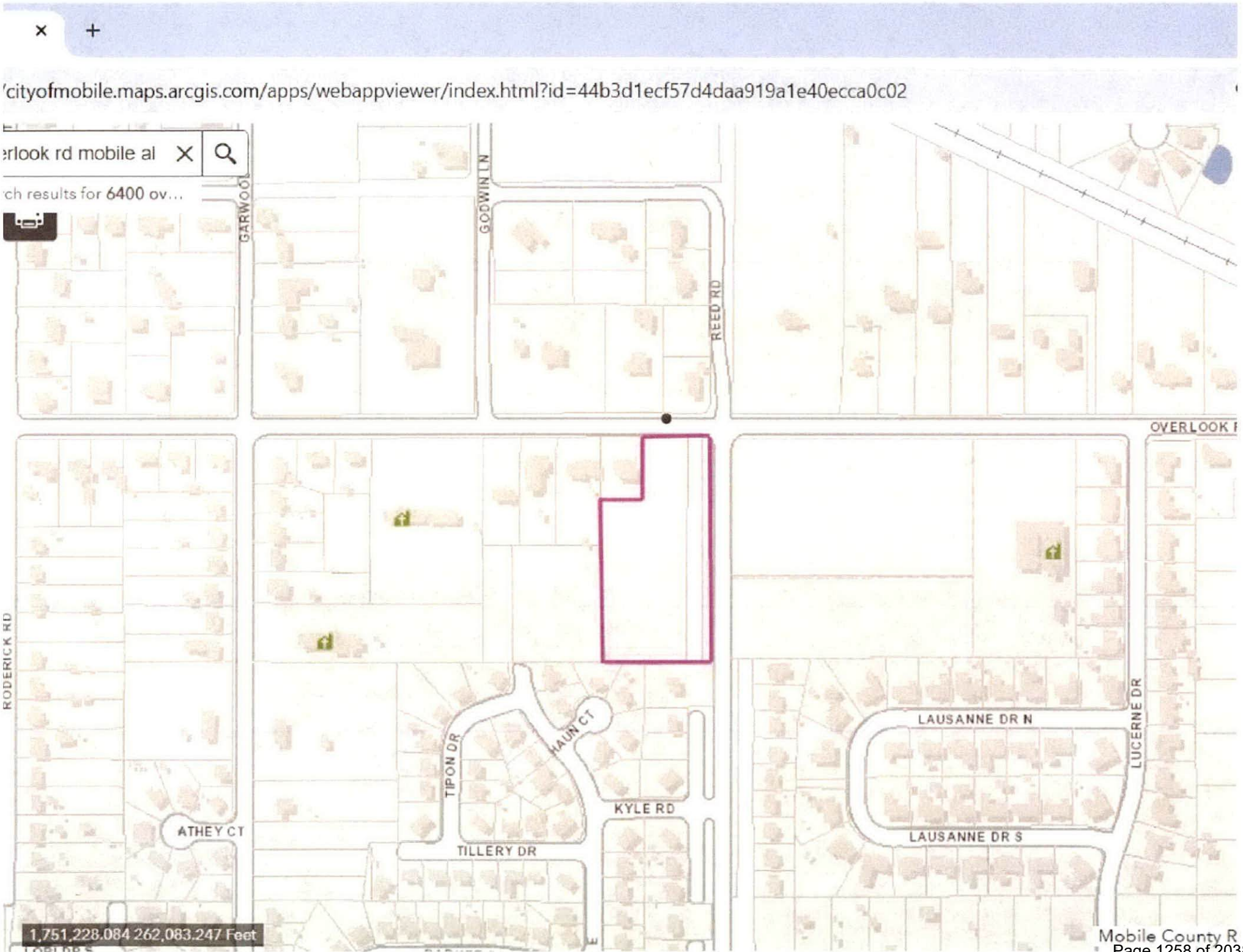
Mobile County R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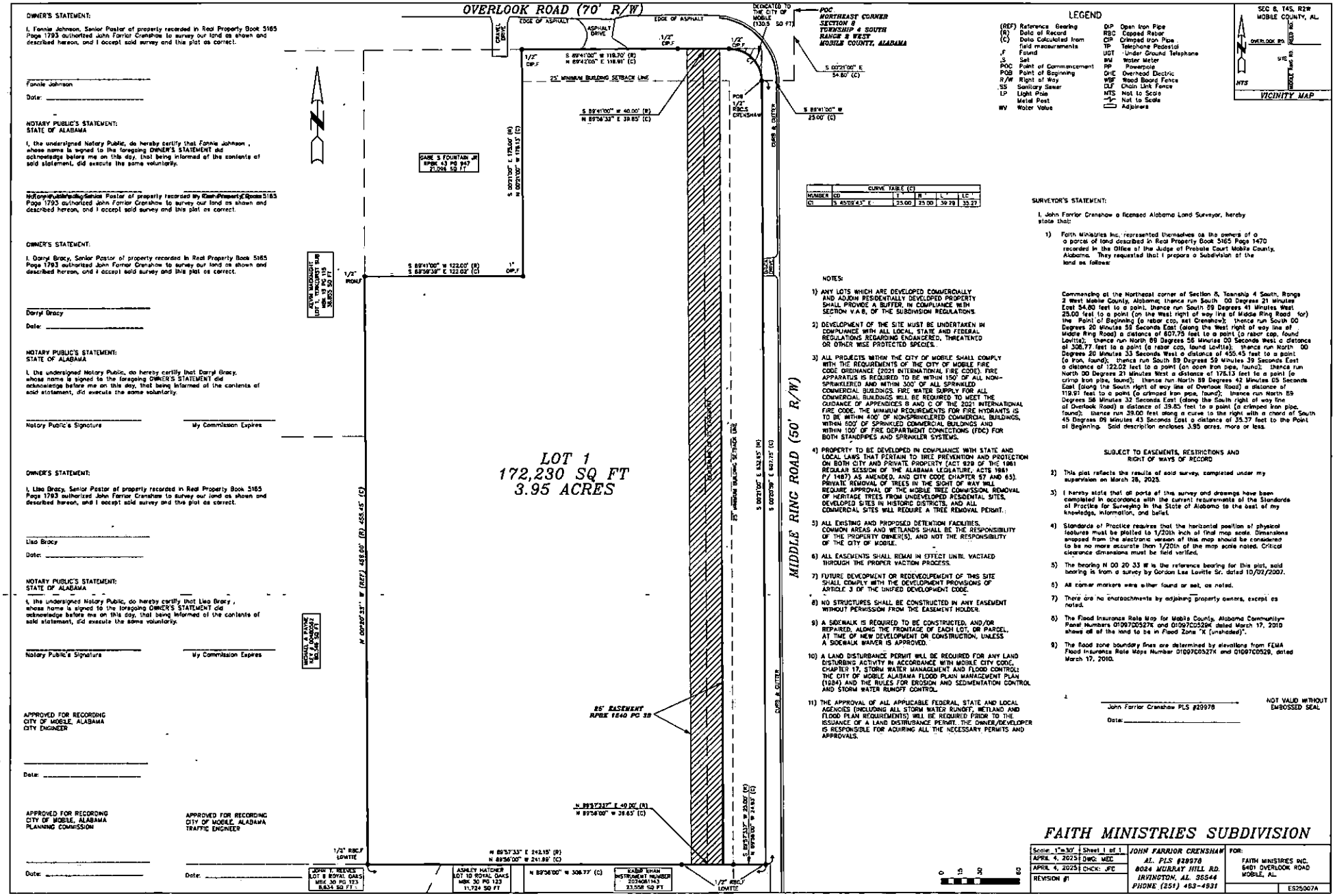
GARWOOD
GODWIN LN
REED RD
OVERLOOK
RODERICK RD
TIPON DR
HAUN CT
KYLE RD
ATHEY CT
TILLERY DR
LAUSANNE DR N
LAUSANNE DR S
LUCERNE DR
1,751,228.084 262,083.247 Feet
Mobile County R



OWNER'S STATEMENT:

I, Fonnie Johnson, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Fonnie Johnson

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Fonnie Johnson , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Darryl Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Darryl Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Darryl Bracy, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Lisa Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Lisa Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Lisa Bracy , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
CITY ENGINEER

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
PLANNING COMMISSION

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEER

Date: _____

LEGEND

(REF)	Reference Bearing	O/P	Open Iron Pipe
(R)	Data of Record	RBC	Capped Rebar
(C)	Data Calculated from field measurements	CIP	Crimped Iron Pipe
.F	Found	TP	Telephone Pedestal
.S	Set	UGT	Under Ground Telephone
POC	Point of Commencement	WM	Water Meter
POB	Point of Beginning	PP	Powerpole
R/W	Right of Way	OHE	Overhead Electric
SS	Sanitary Sewer	WBF	Wood Board Fence
LP	Light Pole	CLF	Chain Link Fence
MP	Metal Post	NTS	Not to Scale
WV	Water Valve	N/S	Not to Scale
			Adjoiners

SEC 8, T4S, R2W
MOBILE COUNTY, AL.

VICINITY MAP

CURVE TABLE (C)					
NUMBER	CD	T	R	L	LC
C1	S 45°08'45" E	25.00	25.00	39.28	35.37

SURVEYOR'S STATEMENT:

I, John Farrior Crenshaw a licensed Alabama Land Surveyor, hereby state that:

1) Faith Ministries Inc, represented themselves as the owners of a a parcel of land described in Real Property Book 5165 Page 1470 recorded in the Office of the Judge of Probate Court Mobile County, Alabama. They requested that I prepare a Subdivision of the land as follows:

Commencing at the Northeast corner of Section 8, Township 4 South, Range 2 West Mobile County, Alabama; thence run South 00 Degrees 21 Minutes East 54.80 feet to a point; thence run South 89 Degrees 41 Minutes West 25.00 feet to a point (on the West right of way line of Middle Ring Road for) the Point of Beginning (a rebar cap, set Crenshaw); thence run South 00 Degrees 20 Minutes 58 Seconds East (along the West right of way line of Middle Ring Road) a distance of 807.75 feet to a point (a rebar cap, found Lowtie); thence run North 89 Degrees 56 Minutes 00 Seconds West a distance of 308.77 feet to a point (a rebar cap, found Lowtie); thence run North 00 Degrees 20 Minutes 33 Seconds West a distance of 455.45 feet to a point (a iron, found); thence run South 89 Degrees 59 Minutes 39 Seconds East a distance of 122.02 feet to a point (an open iron pipe, found); thence run North 00 Degrees 21 Minutes West a distance of 175.13 feet to a point (a crimp iron pipe, found); thence run North 89 Degrees 42 Minutes 05 Seconds East (along the South right of way line of Overlook Road) a distance of 119.97 feet to a point (a crimped iron pipe, found); thence run North 89 Degrees 56 Minutes 33 Seconds East (along the South right of way line of Overlook Road) a distance of 39.85 feet to a point (a crimped iron pipe, found); thence run 39.00 feet along a curve to the right with a chord of South 45 Degrees 09 Minutes 43 Seconds East a distance of 35.37 feet to the Point of Beginning. Said description encloses 3.95 acres, more or less.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD

2) This plat reflects the results of said survey, completed under my supervision on March 28, 2025.

3) I hereby state that all parts of this survey and drawings have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

4) Standards of Practice requires that the horizontal position of physical features must be plotted to 1/20th inch of that map scale. Dimensions scrapped from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field verified.

5) The bearing N 00 20 33 W is the reference bearing for this plat, said bearing is from a survey by Gordon Lee Lowtie Sr. dated 10/02/2007.

6) All corner markers were either found or set, as noted.

7) There are no encroachments by adjoining property owners, except as noted.

8) The Flood Insurance Rate Map for Mobile County, Alabama Community-Panel Numbers 01097C0527K and 01097C0529K dated March 17, 2010 shows all of the land to be in Flood Zone "X (unshaded)".

9) The flood zone boundary lines are determined by elevations from FEMA Flood Insurance Rate Maps Number 01097C0527K and 01097C0529, dated March 17, 2010.

John Farrior Crenshaw PLS #29978

Date: _____

NOT VALID WITHOUT EMBOSSED SEAL

NOTES:

1) ANY LOTS WHICH ARE DEVELOPED COMMERCIALLY AND ADJOIN RESIDENTIALLY DEVELOPED PROPERTY SHALL PROVIDE A BUFFER IN COMPLIANCE WITH SECTION V.A.8, OF THE SUBDIVISION REGULATIONS.

2) DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHER WISE PROTECTED SPECIES.

3) ALL PROJECTS WITHIN THE CITY OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2021 INTERNATIONAL FIRE CODE). FIRE APPARATUS IS REQUIRED TO BE WITHIN 150' OF ALL NON-SPRINKLERED AND WITHIN 300' OF ALL SPRINKLED COMMERCIAL BUILDINGS. FIRE WATER SUPPLY FOR ALL COMMERCIAL BUILDINGS WILL BE REQUIRED TO MEET THE GUIDANCE OF APPENDICES B AND C OF THE 2021 INTERNATIONAL FIRE CODE. THE MINIMUM REQUIREMENTS FOR FIRE HYDRANTS IS TO BE WITHIN 400' OF NONSPRINKLERED COMMERCIAL BUILDINGS, WITHIN 600' OF SPRINKLED COMMERCIAL BUILDINGS AND WITHIN 100' OF FIRE DEPARTMENT CONNECTIONS (FDC) FOR BOTH STANDPIPES AND SPRINKLER SYSTEMS.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PREVENTION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTY (ACT 929 OF THE 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE, ACTS 1961 P./ 1487) AS AMENDED, AND CITY CODE CHAPTER 57 AND 65). PRIVATE REMOVAL OF TREES IN THE SIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED SITES IN HISTORIC DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

6) ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACTAED THROUGH THE PROPER VACTION PROCESS.

7) FUTURE DEVELOPMENT OR REDEVELOPEMENT OF THIS SITE SHALL COMPLY WITH THE DEVELOPMENT PROVISIONS OF ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE.

8) NO STRUCTURES SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

9) A SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.

10) A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984) AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

11) THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOOD PLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTRUBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL THE NECESSARY PERMITS AND APPROVALS.

FAITH MINISTRIES SUBDIVISION

Scale: 1"=30' | Sheet 1 of 1	JOHN FARRIOR CRENSHAW	FOR:
APRIL 4, 2025 | DWG: MDC	AL. PLS #29978	FAITH MINISTRIES INC.
APRIL 4, 2025 | CHCK: JFC	8024 MURRAY HILL RD.	6401 OVERLOOK ROAD
REVISION #1	IRVINGTON, AL. 36544	MOBILE, AL.
	PHONE (251) 463-4931	ES25007A

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. agenda packet_Faith Ministries
2. fee docs_RE_Faith Ministries
3. Resolution_vacation fee

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

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 TO CONSIDER VACATION OF PORTION OF UNOPENED RIGHT-OF-WAY ON OVERLOOK ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of portion of unopened right-of-way on Overlook Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of May, 2026, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20

WHEREAS FAITH MINISTRES INC, constitute all of the abutting landowners surrounding an unused portion of the existing unopened right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right-of-way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile;

AND, WHEREAS, the above-described area is not needed as a right-of-way for any public purpose and the vacation of the same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

15,815– area to be vacated
136,125– Parcel "A" tract
20,602 – Parcel "B" tract

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

$101,000 – Parcel "A" tract
$12,200 – Parcel "B" tract

WHEREAS, FAITH MINISTRES INC, desire to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned FANNIE JOHNSON, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By Rev Fannie Johnson

Date: 10-6-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC PASTOR, whose name as FANNIE JOHNSON, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, she, as such PASTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned LISA BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-6-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as LISA BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025.

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned DARRYL BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: _____

Date: 10-16-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as DARRYL BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 16th day of October 2025.

_____

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS FAITH MINISTRES INC, constitute all of the owners of land abutting a portion of the public right-of-way known as an unused portion of the existing unopend right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS,FAITH MINISTRES INC desire to vacate said right-of-way, and have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated;136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of an unused portion of the existing unused right-of-way in the City of Mobile,

Alabama as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, TO BE RESOLVED, declare the following described unused right-of-way in the City of Mobile, Alabama right-of-way of to be, and is hereby, vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of an unused right-of-way in the City of Mobile, Alabama so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By: Rev Fannie Johnson

Date: 10-9-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FANNIE JOHNSON, whose name as PASTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, she, as such PASTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October 20__.

Paulette H Mayor

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAYOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries, Inc. Director

By: Darryl Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that DARRYL BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that LISA BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Grantor's/Grantee's Addresses:
6694 Royalty Way
Mobile, Alabama

PREPARED BY:
John Crenshaw
Professional Land Surveyor

RESOLUTION ASSENTING TO THE VACATION OF A PORTION OF AN UNUSED PORTION OF A CITY OWNED RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

WHEREAS, FAITH MINISTRIES INC, constitutes all of the abutting landowners surrounding an unused portion of an unopened right-of-way in the City of Mobile, Mobile County, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, said right-of-way constitutes an unused right-of-way that serves no public purpose since a portion of said right-of-way abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that FAITH MINISTRIES INC is the only owner of lands abutting said abandoned alley portion; and,

FAITH MINISTRIES INC desires to vacate said unused portion of an unopened right-of-way described above, and has requested the City of Mobile to vacate the same, and has provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the Code of Alabama; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, FAITH MINISTRIES INC has now submitted a petition to the City of Mobile to vacate said unused portion of an unopened right-of-way more particularly described herein, being a public street lying within the city limits of the City of Mobile, Alabama, pursuant to the Code of Alabama § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused right-of-way portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated; 136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, Alabama, pursuant to § 23-4-20 of the Code of Alabama (1975), as amended, that the following described right-of-way of an unopened service road is hereby vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

Notice of this Resolution shall be published once in a newspaper of general circulation in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the___day of _____, 2025, in Mobile, Alabama.

STATE OF ALABAMA)

COUNTY OF MOBILE)

2002041299 Book-5165 Page-1470
Total Number of Pages: 4

1100
100
1250
1485.0
10.00
1585.0
200
1605.0

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Hatten's Nursery, Inc.,** hereinafter called the Grantor, in consideration of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS, of which the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS is hereby acknowledged to have been paid to said Grantor by **Faith Ministries, Inc.,** hereinafter called the Grantee, and the balance of which is payable as hereinafter set forth, does hereby grant, bargain, sell and convey, subject to the exceptions, reservations and limitations hereinafter set out, unto the Grantee, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A: Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 90 feet to the Southwest corner of the intersection of the South right of way line of Overlook Road and the West line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, said point being the point of beginning of the property herein described, thence continuing S 89 degrees 41 minutes W along said South line of Overlook Road, run 119.70 feet, thence run S 00 degrees 21 feet E 175.0 feet, thence run S 89 degrees 41 minutes W 122.00 feet to a point on the East line of Terkeurst Subdivision as per plat recorded in Map Book 15, Page 115 of the Probate Court records of Mobile County, Alabama, thence along said East line of Terkeurst Subdivision and an extension thereof, run S 00 degrees 20 minutes 33 seconds E 456.0 feet, thence run N 89 degrees 57 minutes 37 seconds E 242.15 feet to a point on said West line of 40 foot service road right of way, thence along said West line of right of way, run N 00 degrees 21 minutes W 632.34 feet to the point of beginning.

Parcel B: Commencing at the Northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 25.0 feet to the Southwest corner of the intersection of Overlook Road and Middle Ring Road, said point being the point of beginning of the property herein described, thence along the West right of way line of Middle Ring Road run S 00 degrees 21 minutes E 632.65 feet, thence run S 89 degrees 57 minutes 37 seconds W 25 feet to a point on the East line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, thence along said East line of right of way, run N 00 degrees 21 minutes W 632.53 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run N 89 degrees 41 minutes E 25.0 feet to the point of beginning.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said Grantee, its heirs and assigns forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Mobile County as recorded in Deed Book 495, Page 470. As to Parcels "A" and "B"

3. Oil, gas and mineral rights as recorded in Real Property Book 1515, Page 714. As to Parcels "A" and "B"

4. Right of way to City of Mobile as recorded in Real Property Book 1473, Page 820. As to Parcels "A" and "B"

5. Easement granted to Board of Water & Sewer Commissioner of Mobile as recorded in Real Property Book 1540, Page 38. As to Parcels "A" and "B"

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does for itself and for its heirs, executors and administrators, hereby covenant with the Grantee herein, its heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that it will forever **WARRANT AND DEFEND** the title thereto, and the peaceable possession thereof unto the said Grantee, its heirs and assigns, against the lawful claims of all persons whomsoever.

The balance of the purchase price, to-wit: the sum of Eighty-Five Thousand and NO/100 ($85,000.00) Dollars, to secure payment of which a vendor's lien is hereby specifically retained by the Grantor, is evidenced by promissory note of even date herewith made by the Grantee and payable to the order of the Grantor as follows:

> By three hundred fifty-nine (359) monthly installments of Five Hundred Thirty-Seven and 26/100 ($537.26) Dollars, including interest at six and one-half (6.5%) percent per annum, and one monthly payment of the remaining principal and interest due, the first monthly installment being due and payable on July 1, 2002, and one of such subsequent monthly installments of principal and interest being due and payable on or before the same day of the month in each ensuing month thereafter;

By accepting this conveyance, the Grantee hereby agrees and binds itself so long as any part of the said purchase price, or the interest thereon, remains unpaid, to pay said note and the interest thereon promptly upon maturity, and as follows:

1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire and all physical loss in companies satisfactory to Grantor, in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said improvements, as may be required by Grantor, with loss, if any, payable to the Grantor as its interest may appear, the policies evidencing said insurance to be approved by and deposited with Grantor.

2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien as to keep the same from becoming in default.

3. That if the Grantor shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.

4. That if the Grantee fails to perform any of the duties herein specified, the Grantor may perform the same, and any sum expended by the Grantor in this behalf, including any principal, interest or other payments on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantor.

6. And Grantee hereby vests Grantor with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at its option to take possession of said property and at its option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and interest thereon to the date of sale, and any amount that may be due the Grantor by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

7. At any sale under the powers herein contained, the said Grantor may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

9. Should the Grantee sell, transfer or convey any interest in said property or transfer the within vendor's lien without the written consent of the Grantor, such conveyance or transfer shall be a default under the terms hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals on this the 24th day of May, 2002.

Grantor:

Hatten's Nursery, Inc.

By: William A. Hatten (SEAL)
Its: PRESIDENT

Grantee:

FAITH MINISTRIES, INC.

BY: Rev. Fannie L. Johnson (SEAL)
Its: Director

BY: Darryl Vaughn Bracy, Sr. (SEAL)
Its: Director

BY: Debra E. Lett (SEAL)
Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William A. Hatten, Sr., whose name as President of Hatten's Nursery, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Fannie L. Johnson, Debra E. Lett and Darryl Vaughn Bracy, Sr., whose names as Directors of Faith Ministries, Inc. are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

Grantee's Current Address:

6417 Princeton Woods Dr. N
Mobile, AL 36618

This instrument prepared by:
Jason D. Smith
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
62473

State of Alabama - Mobile County
I certify this instrument was filed on:

Tue, May-28-2002 @ 10:31:13AM

RECORDING FEE	11.00
MORTGAGE TAX	127.50
DEED TAX	10.00
S. R. FEE	2.00
SURCHARGE	10.00
TOTAL AMOUNT	$160.50

2002041299
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

400776

KNOW ALL MEN BY THESE PRESENTS, that J. F. PATE and IRENE W. PATE, husband and wife, the Grantors, for and in consideration of the sum of ONE DOLLAR ($1.00) cash, hereby acknowledged to have been paid to them by the CITY OF MOBILE, ALABAMA, a municipal corporation, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY unto the said City of Mobile, Alabama, the Grantee, a right of way for a public road over and across the following described real property situated in the City and County of Mobile, State of Alabama, to-wit:

> A strip of land 40 feet in width, having 20 feet on each side of the following described centerline: Commencing at the Northeast Corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00° 21' E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89° 41' W 70 feet to the beginning of said centerline, thence run S 00° 21' E, parallel with and 45 feet West of the West right of way line of Middle Ring Road, a distance of 632.43 feet, more or less to the end of said centerline.
>
> The undersigned Grantors except from the foregoing conveyance and retain and reserve unto themselves, their heirs and assigns, in perpetuity, all interest or interests in and to all oil, gas and other minerals in, on or under the real property herein conveyed to the extent said oil, gas and other minerals have not been heretofore conveyed or reserved.

TO HAVE AND TO HOLD said right of way unto the City of Mobile, Alabama, a municipal corporation, its successors and assigns, forever, for such public road purposes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this 27th day of May, 1975.

J. F. Pate (SEAL)
J. F. PATE

Irene W. Pate (SEAL)
IRENE W. PATE

Grantors

RECORD FEE 1.25
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
JUL 9 8 28 AM '75
RECORDED AT
DEED TAX $1.00 COMP. TAX 1.00
CASH PD. ON THIS INSTRUMENT
JUDGE OF PROBATE

REAL PROP 1473 PAGE 0820

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, hereby certify that J. F. Pate and Irene W. Pate, husband and wife, whose names 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 27th day of May, 1975.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT PREPARED BY RICHARD F. PATE ATTORNEY AT LAW MOBILE, ALA.

I CERTIFY THAT THERE WAS NO TAX COLLECTED ON THIS INSTRUMENT.

John L. Moore.

JUDGE OF PROBATE

REAL PROP 1473 PAGE 0821

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

May 16, 2025

VIA ELECTRONIC MAIL
Faith Ministries Inc
6401 Overlook Road
Mobile, AL 36618

Re: Vacation of service road along Overlook Road and Middle Ring Road

Mr. Crenshaw,

You have requested consent by Alabama Power Company to the vacation of a service road along Overlook Road and Middle Ring Road in Mobile, AL more particularly described in the survey provided.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Survey

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 29, 2025

Mr. John F. Crenshaw, P.L.S.
802 Murray Hill Road
Irvington, AL 36544-3438

RE: Request to vacate a 40' Wide Service ROW
East of and adjacent to 6401 Overlook Road (south side at Middle Ring)
Section 08, T4S-R2W

Dear Mr. Crenshaw:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

June 6, 2025

Faith Ministries, Inc.
6401 Overlook Road
Mobile, Al 36618

Re: Vacation Request

Vacation: 40- foot unopened, unpaved service road

Faith Ministries Inc.,

In response to John F. Crenshaw letter dated May 7th, 2025 relative to the above referenced Vacation Request 40' unopened, unpaved service road.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

~~Alex Sammet (Jun 13, 2025 14:15 CDT)~~
Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: John F. Crenshaw

Engineering Approval: RJ

Systems Planning Approval: WM

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

May 13, 2025

John Crenshaw
Faith Ministries, Inc.
6401 Overlook Rd
Mobile, Alabama 36618

Dear Mr. Crenshaw

This letter is written in response to your letter of May 7, 2025 wherein a request is made of AT&T for consent to the vacation of ROW for an unused service road off of Overlook Rd, as described in the attached survey of May 7, 2025. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

COMCAST

September 9, 2025

John F. Crenshaw
Land Surveyor
c/o Faith Ministries, Inc.
6401 Overlook Road
Mobile, AL 36618

Re: Request to Vacate Portions of Property at 6401 Overlook Road, Mobile, AL 36618

Dear Mr. Crenshaw,

This letter is in response to your letter dated May 7, 2025, requesting Comcast to consent to the vacation of portions of a 40-foot unopened, unpaved service road located at or near 6401 Overlook Road, Mobile, AL 36618.

Comcast currently has aerial facilities along the right of way of the said property, and defined as:

> An easement 25 feet in width, the centerline of which is described as follows:
> Commencing at the northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, and run S 00 degrees 28 minutes 50 seconds E along the East line of Section 8 a distance of 40 feet more or less to a point on the south right of way line of Overlook road; thence westerly a distance along the south right of way of Overlook road a distance of 37.5 feet to the point of beginning; thence S 00 degrees 28 minutes 50 seconds E and parallel with the centerline of Middlering Road a distance of 623 feet more or less to a point of ending on the north property line of Joseph B. Stapleton.

Comcast consents to vacate the said portions of the said property but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the said property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at Rodney_Governs@comcast.com or (501) 912-1774.

Sincerely,

Rodney Governs

Rodney Governs
Director of Construction

Kim Hastie
Revenue Commissioner
Mobile County, Alabama

3925 Michael Blvd Suite G
Mobile, AL 36609

Printed on: 10/7/2025

2025 ASSESSMENT STATEMENT

Owner

FAITH MINISTRIES INC

Mailing Address

6694 ROYALTY WAY
MOBILE AL 36618-4642

PARCEL INFORMATION	
Parcel Number	28 03 08 1 001 001.01X
Receipt Number	121464
Account Number	01416051
Tax Year	2025
Tax & Cost	$0.00
Escaped Taxes Due	$0.00
Amount Paid	$0.00
Total Due	$0.00
Due Date	

ASSESSMENT INFORMATION	
Location	6401 OVERLOOK RD MOBILE AL 36618-3106
Neighborhood	MUNI 14 MOBILE PROPER
Subdivision	
Lot	
Block	
Property Class	2
Acreage	2.980
Exempt Code	OTH
Municipality	14 - MOBILE
School District	2
Disability Code	
Over 65 Code	
Key #:	1416051



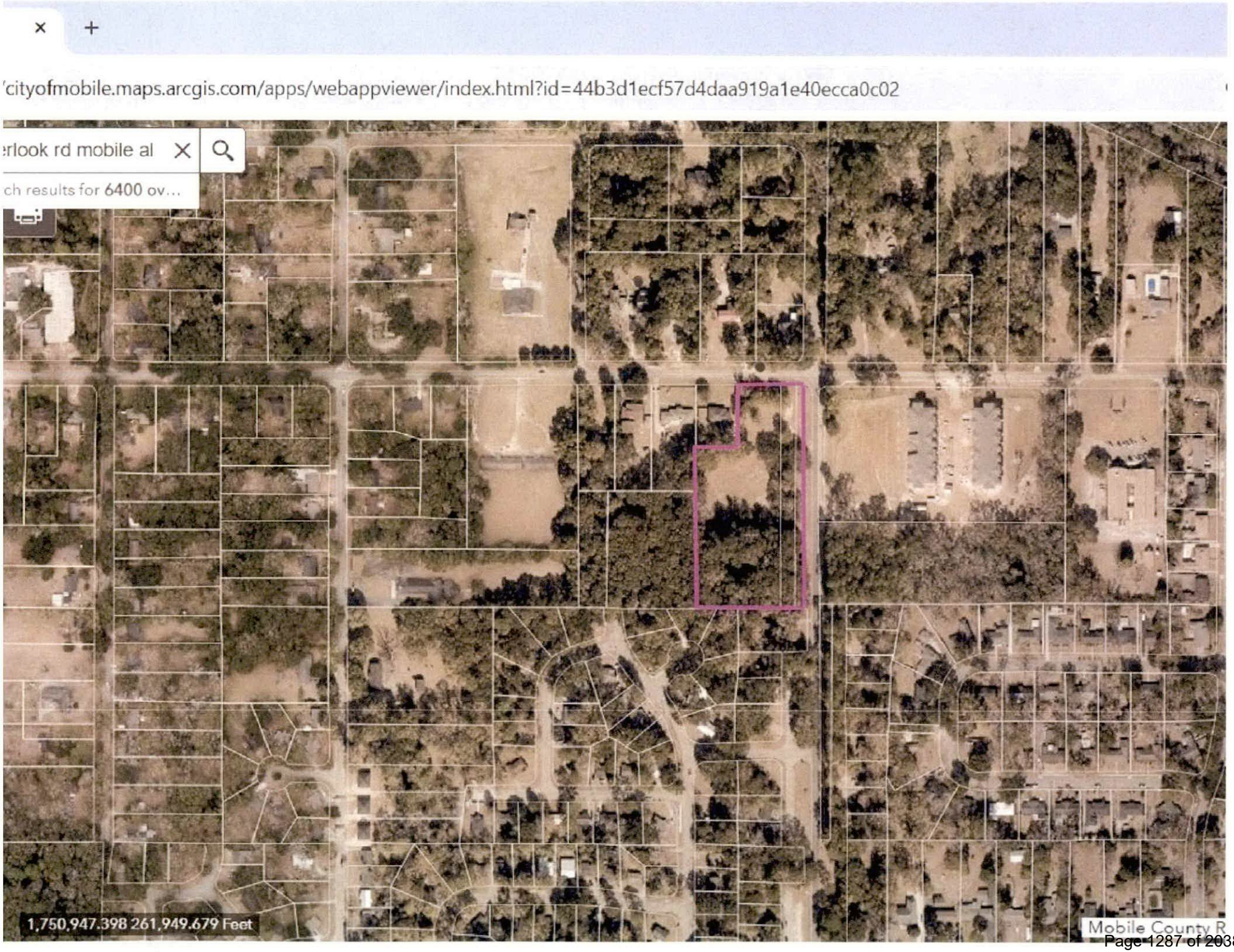
VALUATION SUMMARY

Improvement Value	Land Value	Market Value	Appraised Value	Assessed Value
$0	$101,000	$101,000	$101,000	$20,200

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
STATE	14 - MOBILE	$20,200	6.50	$131.30	$131.30	$0.00
COUNTY	14 - MOBILE	$20,200	20.50	$414.10	$414.10	$0.00
SCHOOL	14 - MOBILE	$20,200	14.00	$282.80	$282.80	$0.00
DIST SCHOOL	14 - MOBILE	$20,200	15.50	$313.10	$313.10	$0.00
CITY	14 - MOBILE	$20,200	7.00	$141.40	$141.40	$0.00
FOREST	14 - MOBILE	$0	0.00	$0.00	$0.00	$0.00
TAX TOTAL				**$1,282.70**	**$1,282.70**	**$0.00**

Current Due	$0.00
Fees	$0.00
Payments	$0.00
Back Taxes	$0.00
TOTAL DUE	$0.00
Due Date	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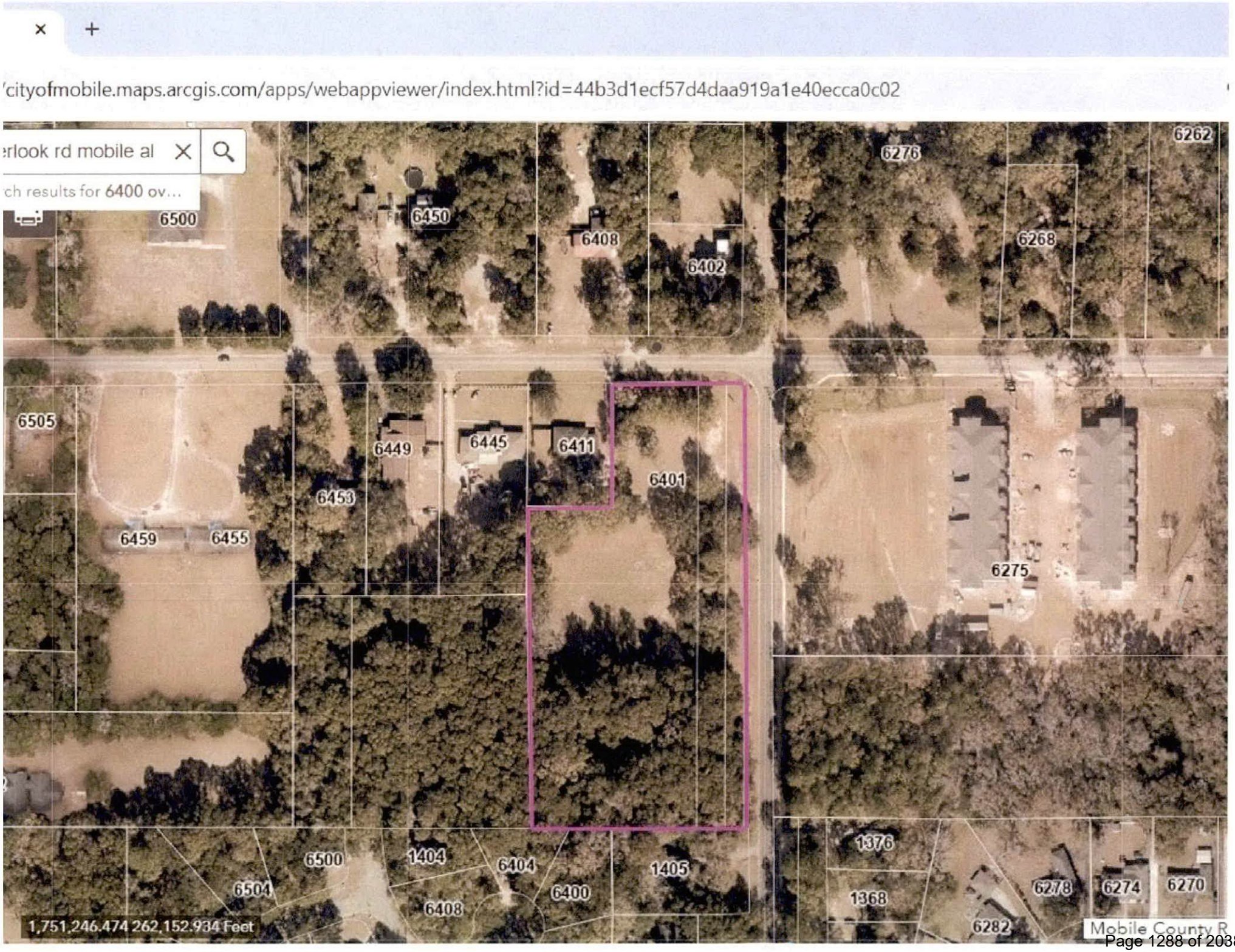
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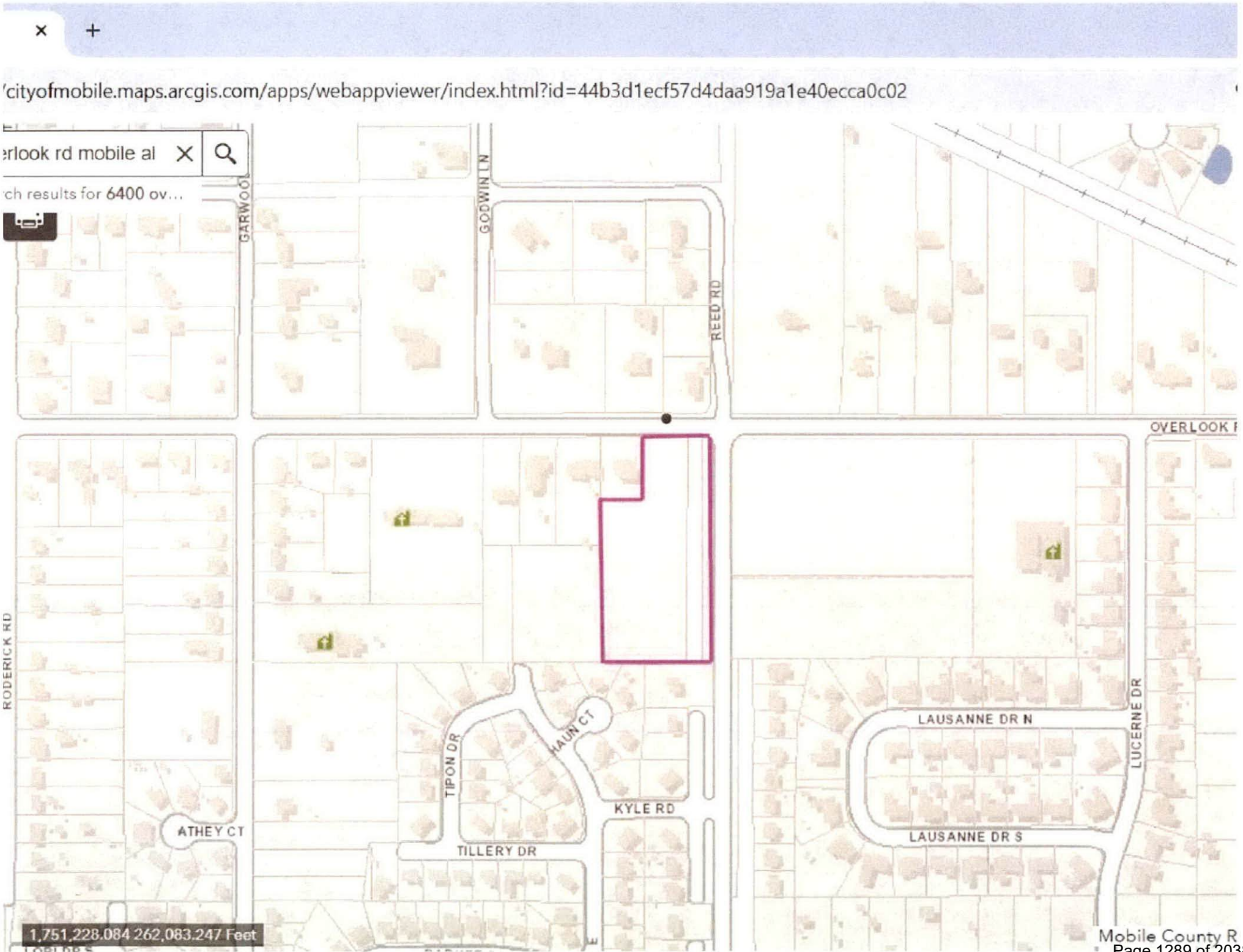
Mobile County R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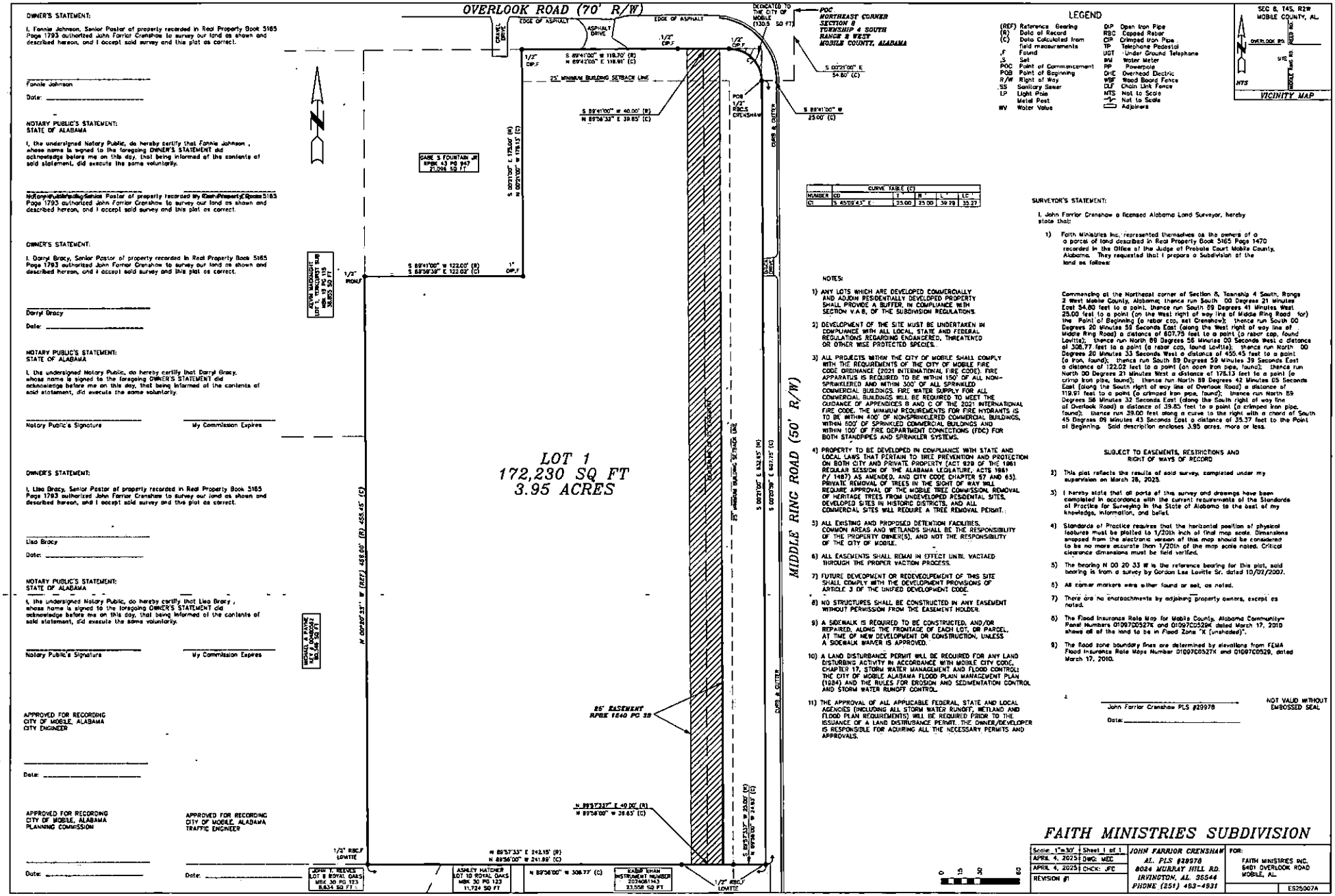
GARWOOD
GODWIN LN
REED RD
OVERLOOK
RODERICK RD
ATHEY CT
TIPON DR
HAUN CT
KYLE RD
TILLERY DR
LAUSANNE DR N
LAUSANNE DR S
LUCERNE DR
1,751,228.084 262,083.247 Feet
Mobile County R



OWNER'S STATEMENT:

I, Fonnie Johnson, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Fonnie Johnson

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Fonnie Johnson , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Darryl Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Darryl Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Darryl Bracy, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Lisa Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Lisa Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Lisa Bracy , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
CITY ENGINEER

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
PLANNING COMMISSION

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEER

Date: _____

LEGEND

(REF)	Reference Bearing	O.P	Open Iron Pipe
(R)	Data of Record	RBC	Capped Rebar
(C)	Data Calculated from field measurements	CIP	Crimped Iron Pipe
.F	Found	TP	Telephone Pedestal
.S	Set	UGT	Under Ground Telephone
POC	Point of Commencement	WM	Water Meter
POB	Point of Beginning	PP	Powerpole
R/W	Right of Way	OHE	Overhead Electric
SS	Sanitary Sewer	WBF	Wood Board Fence
LP	Light Pole	CLF	Chain Link Fence
MP	Metal Post	NTS	Not to Scale
WV	Water Valve	N/S	Not to Scale
			Adjoiners

SEC 8, T4S, R2W
MOBILE COUNTY, AL.

VICINITY MAP

CURVE TABLE (C)					
NUMBER	CD	T	R	L	LC
C1	S 45°09'45" E	25.00	25.00	39.28	35.37

NOTES:

1) ANY LOTS WHICH ARE DEVELOPED COMMERCIALLY AND ADJOIN RESIDENTIALLY DEVELOPED PROPERTY SHALL PROVIDE A BUFFER IN COMPLIANCE WITH SECTION V.A.8, OF THE SUBDIVISION REGULATIONS.

2) DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHER WISE PROTECTED SPECIES.

3) ALL PROJECTS WITHIN THE CITY OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2021 INTERNATIONAL FIRE CODE). FIRE APPARATUS IS REQUIRED TO BE WITHIN 150' OF ALL NON-SPRINKLERED AND WITHIN 300' OF ALL SPRINKLED COMMERCIAL BUILDINGS. FIRE WATER SUPPLY FOR ALL COMMERCIAL BUILDINGS WILL BE REQUIRED TO MEET THE GUIDANCE OF APPENDICES B AND C OF THE 2021 INTERNATIONAL FIRE CODE. THE MINIMUM REQUIREMENTS FOR FIRE HYDRANTS IS TO BE WITHIN 400' OF NONSPRINKLERED COMMERCIAL BUILDINGS, WITHIN 600' OF SPRINKLED COMMERCIAL BUILDINGS AND WITHIN 100' OF FIRE DEPARTMENT CONNECTIONS (FDC) FOR BOTH STANDPIPES AND SPRINKLER SYSTEMS.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PREVENTION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTY (ACT 929 OF THE 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE, ACTS 1961 P./ 1487) AS AMENDED, AND CITY CODE CHAPTER 57 AND 65). PRIVATE REMOVAL OF TREES IN THE SIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED SITES IN HISTORIC DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

6) ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACTAED THROUGH THE PROPER VACTION PROCESS.

7) FUTURE DEVELOPMENT OR REDEVELOPEMENT OF THIS SITE SHALL COMPLY WITH THE DEVELOPMENT PROVISIONS OF ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE.

8) NO STRUCTURES SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

9) A SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.

10) A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984) AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

11) THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOOD PLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTRUBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL THE NECESSARY PERMITS AND APPROVALS.

SURVEYOR'S STATEMENT:

I, John Farrior Crenshaw a licensed Alabama Land Surveyor, hereby state that:

1) Faith Ministries Inc, represented themselves as the owners of a a parcel of land described in Real Property Book 5165 Page 1470 recorded in the Office of the Judge of Probate Court Mobile County, Alabama. They requested that I prepare a Subdivision of the land as follows:

Commencing at the Northeast corner of Section 8, Township 4 South, Range 2 West Mobile County, Alabama; thence run South 00 Degrees 21 Minutes East 54.80 feet to a point; thence run South 89 Degrees 41 Minutes West 25.00 feet to a point (on the West right of way line of Middle Ring Road for) the Point of Beginning (a rebar cap, set Crenshaw); thence run South 00 Degrees 20 Minutes 58 Seconds East (along the West right of way line of Middle Ring Road) a distance of 807.75 feet to a point (a rebar cap, found Lowtie); thence run North 89 Degrees 56 Minutes 00 Seconds West a distance of 308.77 feet to a point (a rebar cap, found Lowtie); thence run North 00 Degrees 20 Minutes 33 Seconds West a distance of 455.45 feet to a point (a iron, found); thence run South 89 Degree 59 Minutes 39 Seconds East a distance of 122.02 feet to a point (an open iron pipe, found); thence run North 00 Degrees 21 Minutes West a distance of 175.13 feet to a point (a crimp iron pipe, found); thence run North 89 Degrees 42 Minutes 05 Seconds East (along the South right of way line of Overlook Road) a distance of 119.97 feet to a point (a crimped iron pipe, found); thence run North 89 Degrees 56 Minutes 33 Seconds East (along the South right of way line of Overlook Road) a distance of 39.85 feet to a point (a crimped iron pipe, found); thence run 39.00 feet along a curve to the right with a chord of South 45 Degrees 09 Minutes 45 Seconds East a distance of 35.37 feet to the Point of Beginning. Said description encloses 3.95 acres, more or less.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD

2) This plat reflects the results of said survey, completed under my supervision on March 28, 2025.

3) I hereby state that all parts of this survey and drawings have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

4) Standards of Practice requires that the horizontal position of physical features must be plotted to 1/20th inch of that map scale. Dimensions scrapped from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field verified.

5) The bearing N 00 20 33 W is the reference bearing for this plat, said bearing is from a survey by Gordon Lee Lowtie Sr. dated 10/02/2007.

6) All corner markers were either found or set, as noted.

7) There are no encroachments by adjoining property owners, except as noted.

8) The Flood Insurance Rate Map for Mobile County, Alabama Community-Panel Numbers 01097C0527K and 01097C0529K dated March 17, 2010 shows all of the land to be in Flood Zone "X (unshaded)".

9) The flood zone boundary lines are determined by elevations from FEMA Flood Insurance Rate Maps Number 01097C0527K and 01097C0529, dated March 17, 2010.

John Farrior Crenshaw PLS #29978

Date: _____

NOT VALID WITHOUT EMBOSSED SEAL

FAITH MINISTRIES SUBDIVISION

Scale: 1"=30'	Sheet 1 of 1	JOHN FARRIOR CRENSHAW AL. PLS #29978 8024 MURRAY HILL RD. IRVINGTON, AL. 36544 PHONE (251) 463-4931	FOR: FAITH MINISTRIES INC. 8401 OVERLOOK ROAD MOBILE, AL.
APRIL 4, 2025	DWG: MDC		
APRIL 4, 2025	CHCK: JFC		
REVISION #1			ES25007A

Overlook Road

Abutting Properties	Tax assessor Fair Unimproved Market Value 2025	Sq. Ft.	TAXABLE VALUE / SF
Tract 1, 6401 Overlook Rd	$101,000.00	172,230	$1.71
Tract2, 1405 Middle Ring Rd	$8,000.00	23,550	$2.94
		Total	$4.65
		Average	$2.33

$2.33/ SF AVERAGE x 15,815 SF TO BE VACATED)= $36,848.95 Real Estate Department Assessment.

MIDDLE RING RD
MIDDLE RING RD
OVERLOOK RD
HAUN CT
TIPTON DR
1361
1367
1375
1376
1379
1363
6405
6401
6505
1383
1365
6408
6400
6504
1405
6404
1404
6500
TRACT 2
23,550 sqft
$ 8,000.00 LV
TO BE VACATED 15,815 sq ft.
172,230 sqft
$ 101,000 LV
TRACT 1
6455
6453
6401
6411
6445
6449

TRACT 1

Property Details

Account

Key Number:	1416051
Legal Description:	COMG AT NE COR SEC 8 T4S R2W RUN S 30.35 FT-D- 35 FT TO PT ON S/L OVERLOOK RD TH W 90 FT TO SW COR S/L OVER- LOOK RD & W/L MIDDLE RING RD FOR POB TH CONT W 119.7 FT ALG S/L OVERLOOK RD TH S 175 FT W 122 FT S 456 FT E 242.15 FT TO PT ON W/L MIDDLE RING RD TH N 632.34 FT ALG SAID RD TO POB CONTG 3.02 AC BEING PT OF NE 1/4 OF NE 1/4 SEC 8 T4S R2W #SEC 8 T4S R2W #MP28 03 08 1 001
Parcel Number:	280308100100101X
Type:	Real
Property Class:	2

Location

Address:	6401 OVERLOOK RD MOBILE, AL 36618-3106

Owner

Name:	FAITH MINISTRIES INC
Mailing Address:	6694 ROYALTY WAY MOBILE , AL 36618-4642
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$0
Land Value:	$101,000
Appraised Value:	$101,000
Taxable Value:	$101,000
Assessed Value:	$101,000

VALUES DISPLAYED ARE 2025 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	FOREST	0.000000	$0	$0.00
14	STATE	6.500000	$0	$0.00
14	COUNTY	20.500000	$0	$0.00
14	SCHOOL	14.000000	$0	$0.00
14	DIST SCHOOL	15.500000	$0	$0.00
14	CITY	7.000000	$0	$0.00

Total Millage Rate: 63.500000

TRACT 2

Property Details

Account

Key Number:	479805
Legal Description:	COMG NE COR SEC 8 T4S R2W RUN S 00 DEG 21 MIN E ALG E/L SD SEC 663.45 FT TO NE COR OF SE 1/4 OF NE 1/4 OF NE 1/4 SEC 8 RUN S 89 DEG 57 MIN 37 SEC W ALG N/L OF SD SE 1/4 OF NE 1/4 OF NE 1/4 20 FT TO PT ON W/L OF A COUNTY RD FOR POB TH CONT ALG SD N/L S 89 DEG 57 MIN 37 SEC W 190 FT TH S 00 DEG 21 MIN E 120 FT TH N 89 DEG 57 MIN 37 SEC E 190 FT TO PT ON W/L OF SD COUNTY RD TH ALG W/L OF SD RD RUN N 00 DEG 21 MIN W 120 FT TO POB #SEC 8 T4S R2W #MP28 03 08 1 001
Parcel Number:	2803081001002XXX
Type:	Real
Property Class:	2

Location

Address:	1405 MIDDLE RING RD MOBILE, AL 36608-4133

Owner

Name:	KHAN MIR HASSAN MOHAMMAD KABIR
Mailing Address:	2435 HIDDEN OAKS LN SEMMES , AL 36575-6361
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$52,900
Land Value:	$8,000
Appraised Value:	$60,900
Taxable Value:	$60,900

Assessed Value: $60,900

VALUES DISPLAYED ARE 2025 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	DIST SCHOOL	15.500000	$12,180	$188.79
14	FOREST	0.000000	$0	$0.00
14	SCHOOL	14.000000	$12,180	$170.52
14	STATE	6.500000	$12,180	$79.17
14	CITY	7.000000	$12,180	$85.26
14	COUNTY	20.500000	$12,180	$249.69

Total Millage Rate: 63.500000

Fees: Storm Water: $10 Total Fees: $10

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of portion of unopened right-of-way adjacent to property located at 6401 Overlook Road, as per Resolution **47-541** is hereby set at $36,848.95.

Adopted:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **17th** day of **May, 20226**, 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 1879 Conception Street Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

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

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.

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. 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.

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 19th day of May 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 22nd day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1879 Conception Street Road.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **September 11, 2009.** The owner of said property has applied for a 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.** If approved, the modification will **allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet,** subject to the following proposed conditions: 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: a) Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened; b) Provision of the lot size in both square feet and acres; c) Depiction of the existing vegetative buffer adjacent to residentially zoned property; d) Retention of the existing chain-link fence; e) Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings; f) Inclusion of zoning district information; g) Illustration of parking and traffic circulation, including a table showing required and provided parking spaces; h) Provision of the site's legal description or recorded plat reference; i) Retention of the graphic scale and north arrow; j) Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet; k) 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; l) 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; m) Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements; n) 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; o) 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.

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 **September 11, 2009,** to **allow multiple structures on a single building site,** located at **1879 Conception Street Road** and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on **February 16, 2026**, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.**

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

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.

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. 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.

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

Adopted:

_____

Lisa Lambert, City Clerk

MAWSS (McCrory & Williams, Inc., Agent)
1879 Conception Street Road
Council District 2
Samantha Ingram

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 7, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **March 19, 2026**, considered the request of **MAWSS (McCrory & Williams, Inc., Agent)**, for a 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, for the property located at **1879 Conception Street Road**.

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

1. Revision of the 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.

It should be noted that the applicant has submitted the requested site plan, which has been reviewed by Planning and Zoning staff for approval. The revised site plan is attached.

Copies of the application and reports are also attached.

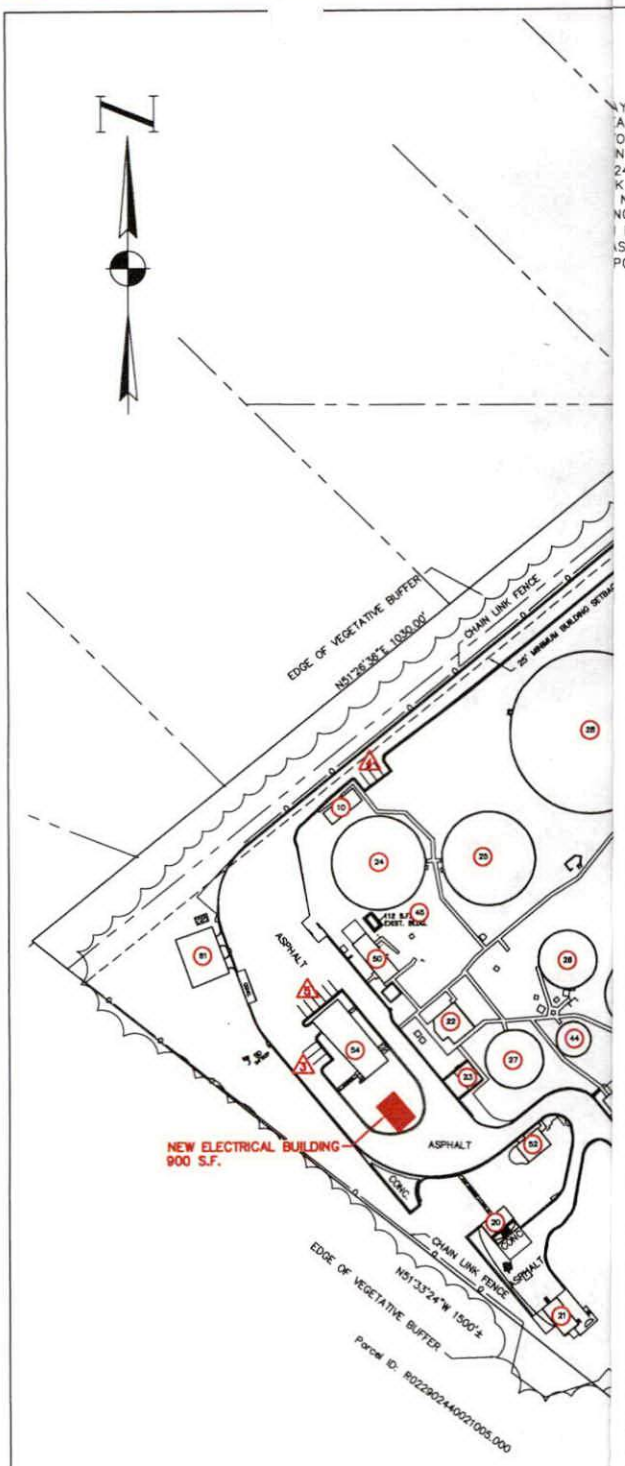
Sincerely,

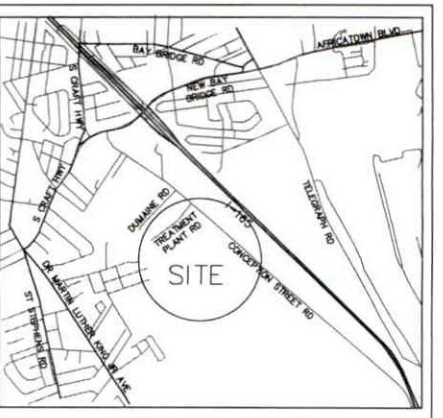
Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

APPROVED TO FORWARD TO CITY COUNC





VICINITY MAP

NOT TO SCALE

PUD GENERAL NOTES:

1. MAXIMUM ALLOWABLE BUILDING HEIGHT IN I-1 ZONING DISTRICT IS 45 FEET.
2. ANY NEW LIGHTING SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-9.C OF THE UNIFIED DEVELOPMENT CODE.
3. ANY DUMPSTERS PLACED ON THE PROPERTY SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-13.A.4 OF THE UNIFIED DEVELOPMENT CODE, OR ALTERNATIVELY , CURBSIDE WASTE REMOVAL SERVICES WILL BE UTILIZED.
4. ANY PROPOSED TREE REMOVAL SHALL BE COORDINATED WITH STAFF TO ENSURE COMPLIANCE WITH APPLICABLE TREE PRESERVATION REQUIREMENTS.
5. ANY SIGNAGE SHALL REQUIRE A SEPERATE REVIEW AND PERMITTING THROUGH PLANNING AND ZONING DEPARTMENT, AND THAT ILLUMINATED SIGNAGE SHALL BE INSTALLED BY A LICENSED AND BONDED SIGN CONTRACTOR AND OBTAIN REQUIRED ELECTRICAL PERMITS.
6. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL PUD MODIFICATIONS SUBJECT TO REVIEW APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
7. ALL MODIFICATIONS SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

ENGINEERING COMMENTS:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

TRAFFIC ENGINEERING COMMENTS:

DRIVEWAY NUMBER, SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, 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.

100' 0 100' 200'

GRAPHIC SCALE

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

REVISION			

R PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

CTION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

2026	DRAWN BY: D.W.	APPROVED BY: RCL	SHEET 1 OF 1

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 20, 2026

Don Whittington
McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, Alabama 36606

Re: 1879 Conception Street Road
MOD-003646-2026
MAWSS (McCrory & Williams, Inc., Agent)
District 2
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

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

At its meeting on March 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, 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.

The advertising fee for this application is based on the current legal description is **$756.96.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email [redacted] 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 [redacted]

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:	3207 International Dr, Ste G Mobile, AL 36606	same as applicant
Email:	[redacted]	
Phone:		
Email:		
Name:	McCrory & Williams, Inc Attn: Don Whittington	

[redacted]

	Owner	Design Professional
Name:	Daryl Russell	David Carr
Firm:	MAWSS	Jacobs Engineering
Phone:	[redacted]	[redacted]
Email:		
Address:	PO Box 180249 Mobile, AL 36608-0249	25 W. Cedar St, Ste 350 Pensacola, FL 32503

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

1879 Conception Street Rd Mobile, AL 36610 — Property Address

32+/- Acres — Property Area (acres or square feet)

02-29-02-44-0-021-004. — Parcel Number(s) or Key Number(s)

I-1; Light Industry — Present Zoning or Transect District

N/A — 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 not applicable

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 2/13/2026

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

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

Applicant or Agent Signature — Date 2/13/2026

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.

   Improvements to the Smith-Wright Plant will help ensure that MAWSS can continue to provide sanitary sewer service to the increasing demand of residences and businesses.

   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 Smith-Wright Plant is located in an I-1 Light Industrial zone with the nearest residential neighborhood approximately 650' away separated by a heavily wooded area and stream. There is no cross access between the two.

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

   The electrical building additions will be located well within the confines of the Smith-Wright Plant and will not impact adjacent properties.

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

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

[redacted]

6. Please provide the following information:

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

Proposed buildings at Smith-Wright Plant will house electrical equipment necessary for the operation of the plant. The buildings will be single story - approximately 12' high.

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

The site is bordered on the Southwest, Southeast and Northeast by heavily wooded areas. The area to the Northwest is well maintained grass.

Lighting:

The project will not require any new lighting.

Hours of operation:

24 hours

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

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

The buildings will house electrical equipment only - none of which produces any of the elements listed above.

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.

By providing sanitary sewer service to residences and businesses.

[redacted]

Application Submission
Contact Information

Name of Project MAWSS Smith Plant Electrical Buildings Addition

Address 1879 North Conception Street, Mobile Al 36610

Owner Mobile Area Water & Sewer Service (MAWSS) c/o Douglas Cote

Address P.O. Box 180249, Mobile Al 36618-0249

Phone [redacted]

Authorized Agent McCrory & Williams Inc.

Address 3207 INTERNATIONAL DR., STE. G, MOBILE, AL 36606

Pho [redacted]

Contractor U/K

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Civil Engineer Jacobs Engineering c/o David Carr

Address 25 W. Cedar St. Suite 350, Pensacola Fl 32502

Pho [redacted]

Architect U/K

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Submitted By:

Signature

Don Whittington
Print

2/16/2026
Date

authorized agent
Affiliation to project/Organization

Effective Date: April 1, 2012

MAJOR PUD MODIFICATION TO ZON2009-02250
FOR
MAWSS SMITH-WRIGHT PLANT AT 1879 CONCEPTION STREET

PARCEL NUMBER: R022902440021004.000

DESCRIPTION: **Metes and Bounds:** THAT PT GRT SEC 44 TRS R1W DESC AS BEG AT PT 83 FT (S) SWLY OF INT OF S/S CONCEPTION ST & W/S 3 MILE CREEK TH NWLY 603 FT(S) TH NWLY 665 FT(S) TO PT ON E/S UNNAMED RD TH SWLY ALG RD 1025 FT(S) TH SELY 1470 FT (S) TO W/L TOULMIN SP RING BRANCH TH NELY ALG TOULMIN SPRING BRANCH & TH ALG THREE MILE CRK OF POB EXEMPT CITY OF MOBILE #SEC 44 T4S R1W #MP29 02 44 0 021
Key #: 684085

CONTEMPLATED USE AND CHARACTER OF IMPROVEMENTS: PROPERTY IS CURRENTLY OPERATING AS A WASTE WATER TREATMENT PLANT. OWNER WANTS TO AMEND THE CURRENT PUD TO SHOW THE ADDITION OF TWO ELECTRICAL BUILDINGS.

Outlook

MAWSS (McCrory & Williams, Inc., Agent) (MOD-003646-2026)

[redacted]

Date Wed 2/18/2026 10:34 AM

[redacted]

Good morning,

We have completed our initial review of the above-referenced Major Modification application. Before the application can be deemed **partially complete** and scheduled for a Planning Commission agenda, the following items must be submitted:

- **A complete legal description** of the subject property (the full metes-and-bounds description, not the abbreviated version currently provided). This is required to calculate City Council advertising fees.
- The **DWG (AutoCAD) file of the Preliminary Plat**, if not already submitted, to our GIS staff. For your convenience, Tori has been copied on this message.
- **Payment of the application fees.** An invoice has been issued. Please note that the application will not be considered complete until all required materials have been received and fees have been processed.

If the application fees are paid and the DWG file is provided **by noon on February 19, 2026**, the application will be placed on the **March 19, 2026, Planning Commission agenda**. If this deadline is not met, the application will be held until all outstanding requirements have been satisfied.

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

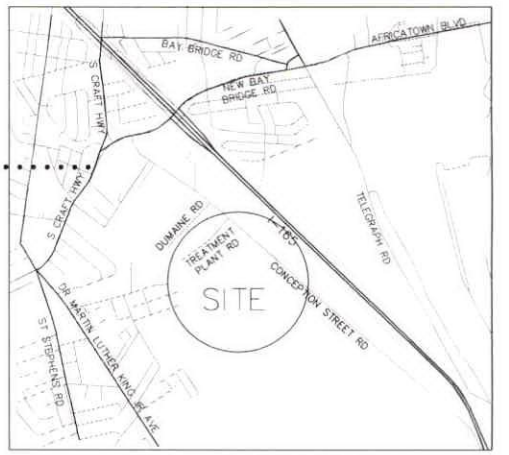
IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: [redacted]

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

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

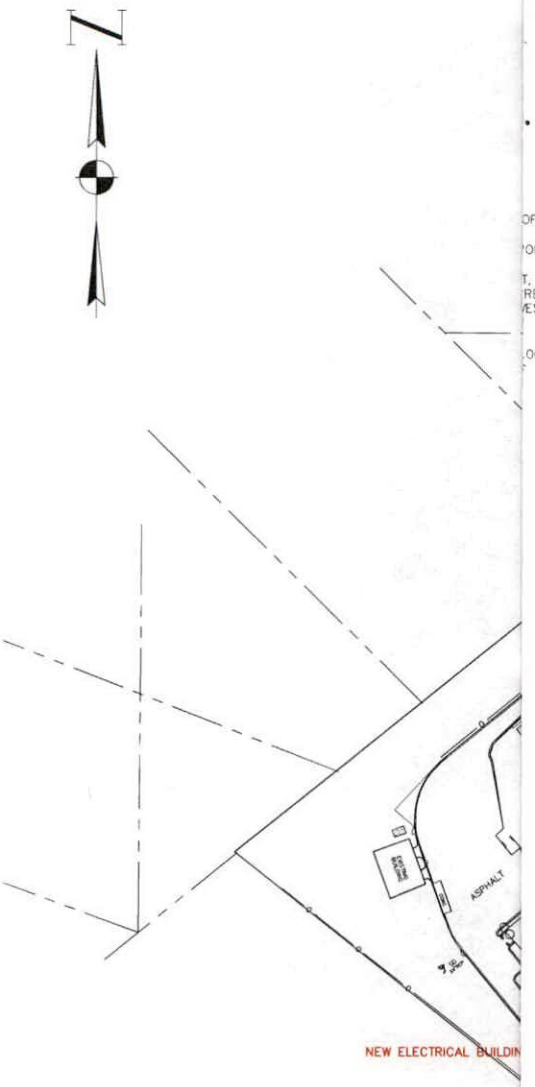
BUILDMOBILE



VICINITY MAP

NOT TO SCALE

SITE DATA



100' 0 100' 200'

GRAPHIC SCALE

PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

TION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

REVISION	26	DRAWN BY: D.W.	APPROVED BY: RCL	SHEET 1 OF 1

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

PROPERTY DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Daryl B. Russell, 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 & Sewer Service (MAWSS), a corporation for the property located within the city limits of Mobile, Alabama at 1879 Conception Street Road.

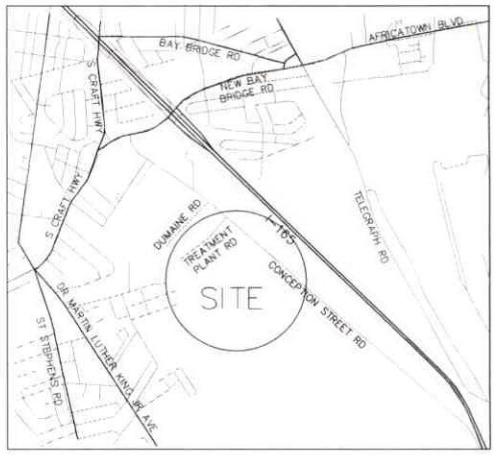
Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and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

McCrory & Williams, Inc.	
Designee (1)	Designee (2)
cyuncannon@mcwinc.com	
Email	Email
251-476-4720	
Phone Number	Phone Number
Signature of Company Owner	Date

Daryl B. Russell / Director of Planning & Market Development

[redacted]

February 2022

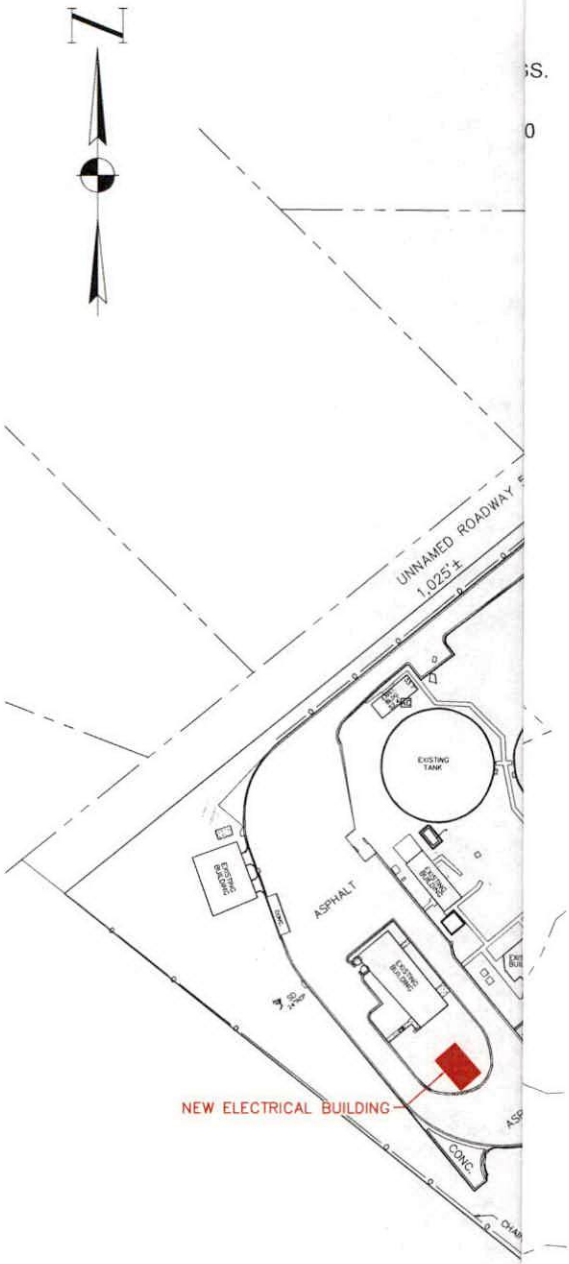


VICINITY MAP

NOT TO SCALE

SITE DATA

EXISTING BUILDINGS	21,350± S.F.
PROPOSED BUILDINGS	1,200± S.F.
PAVEMENT & SIDEWALKS	145,850± S.F.
TANKS	165,433± S.F.
LANDSCAPE	1,060,087± S.F.
TOTAL	1,393,920± S.F.



60' 0 60' 120'

GRAPHIC SCALE

PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

ION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

REVISION	26	DRAWN BY: D.W.	APPROVED BY: RCL	SHEET 1 OF 1

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg



Planning Commission
March 19, 2026

Agenda Item # 11
MOD-003646-2026

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

Applicant Materials for Consideration

DETAILS

Location:
1879 Conception Street Road

Applicant / Agent:
MAWSS (McCrory & Williams, Inc., Agent)

Property Owner:
Daryl Russell

Current Zoning:
I-1, Light Industrial District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Immediately

Proposal:
- Modification of a previously approved Planned Unit Development.

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

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site was developed as a water treatment plant sometime before 1984.

Rezoning of the property from B-3, Community Business District, to I-1, Light Industrial District was adopted by the City Council on November 23, 1982.

An Administrative Planned Unit Development (PUD) to continue allowing multiple structures on the property site while permitting the construction of additional site improvements was approved in September 2009.

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

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD MODIFICATION 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. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, 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. An Administrative Planned Unit Development (PUD) approved in 2009 authorized construction of a 2,552-square-foot processing building, along with associated storage tanks and a receiving area. The applicant now proposes to construct two (2) additional electrical buildings on the site with a combined total area of approximately 1,200 square feet. Due to the addition of new structures of this size, the request constitutes a Major Modification to the previously approved PUD and requires amendment of the original PUD site plan.

The property is zoned I-1 (Light Industrial District), within which a water treatment plant is permitted by right. A detailed project description and all associated application materials are available through the link provided on Page 1 of this report.

Site access is provided from Conception Street Road via Treatment Plant Road and an unopened street right-of-way. A 25-foot front yard setback must be illustrated wherever the property has frontage along a public street right-of-way, whether opened or unopened.

The preliminary site plan provides the lot size in acres only. The Final PUD Site Plan should include the total lot area expressed in both acres and square feet. The plan should also retain the provided site data table identifying the total square footage of existing and proposed buildings.

Commercial and industrial uses require buffering where adjacent to residential zoning districts. The subject property abuts undeveloped R-1 (Single-Family Residential) property to the south. Although not depicted on the submitted site plan, recent aerial imagery indicates the presence of an existing vegetative buffer between the residentially zoned property and the water treatment facility. This buffer should be preserved and clearly illustrated on the Final PUD Site Plan.

An existing chain-link fence surrounding the facility is shown on the preliminary plan and should be retained on the Final PUD Site Plan.

Elevation drawings for the proposed electrical buildings were not submitted. The maximum allowable building height in the I-1 District is 45 feet; this limitation should be noted on the Final PUD Site Plan.

Planned Unit Developments are site-plan specific. If approved, a revised PUD Site Plan depicting all existing and proposed improvements must be submitted to the Planning & Zoning Department. The revised plan should include, at a minimum:

- Total lot area in both square feet and acres;
- The size and location of all buildings, tanks, and processing facilities, including the two proposed electrical buildings totaling approximately 1,200 square feet;
- All streets along which the site has frontage, including right-of-way widths;
- Zoning district information;
- Parking and traffic circulation;
- Required buffers, setbacks, and fencing;
- Applicable notes and conditions of approval;
- The site's legal description or recorded plat reference; and
- A graphic scale and north arrow (as shown on the preliminary plan)

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

No dumpsters or dumpster pads are shown on the site plan, and it is unclear whether any currently exist on the property. Any dumpster placed on site must comply with the enclosure and placement requirements of Article 3, Section 64-3-13.A.4 of the UDC and should be illustrated on the Final PUD Site Plan. Alternatively, a note indicating that curbside waste removal is utilized may be provided.

It is also unclear whether the proposed improvements will require tree removal. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any approved tree plans on file.

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

The water treatment facility has been in operation since prior to 1984. The proposed additions represent a relatively minor modification to the site and are not expected to adversely affect the surrounding area with

respect to public health, safety, or welfare. Therefore, approval of the requested PUD modification may be appropriate.

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.

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

Considerations:

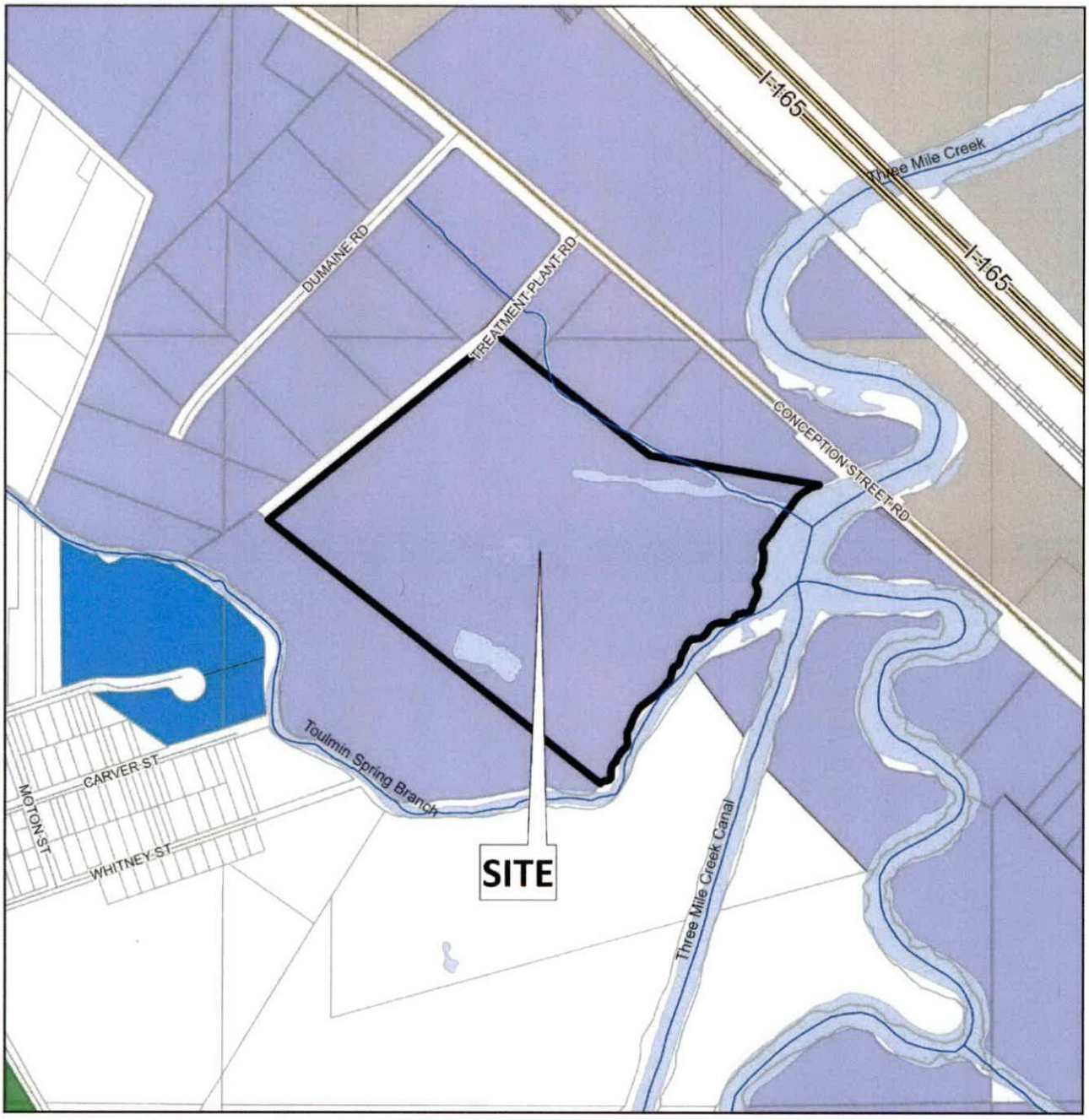
If the Planning Commission considers approval of the request, the following conditions should apply, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

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 this staff report;
3. Compliance with all Traffic Engineering comments noted in this staff report;
4. Compliance with all Urban Forestry comments noted in this staff report;
5. Compliance with all Fire Department comments noted in this 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.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE March 19, 2026

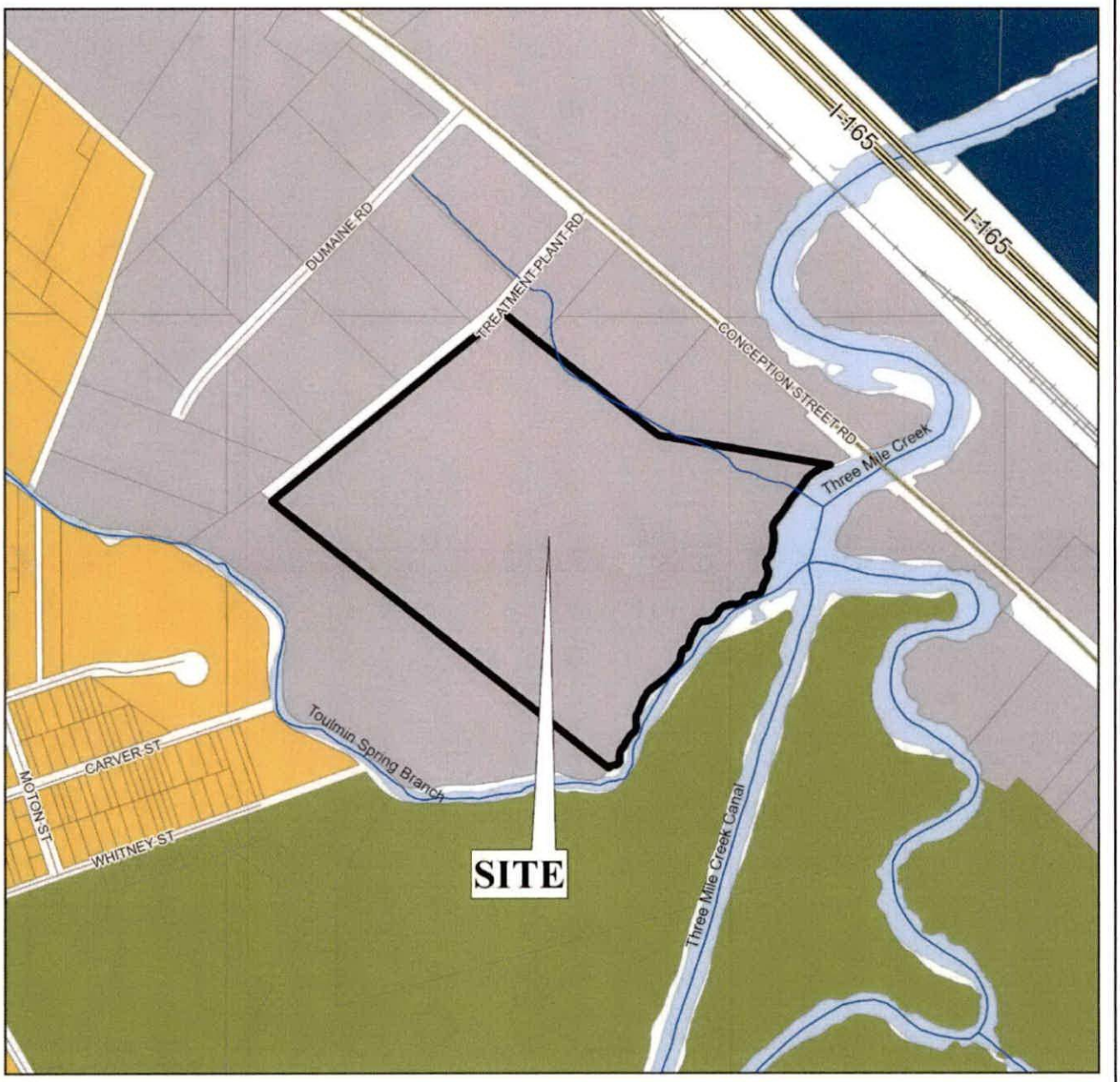
APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

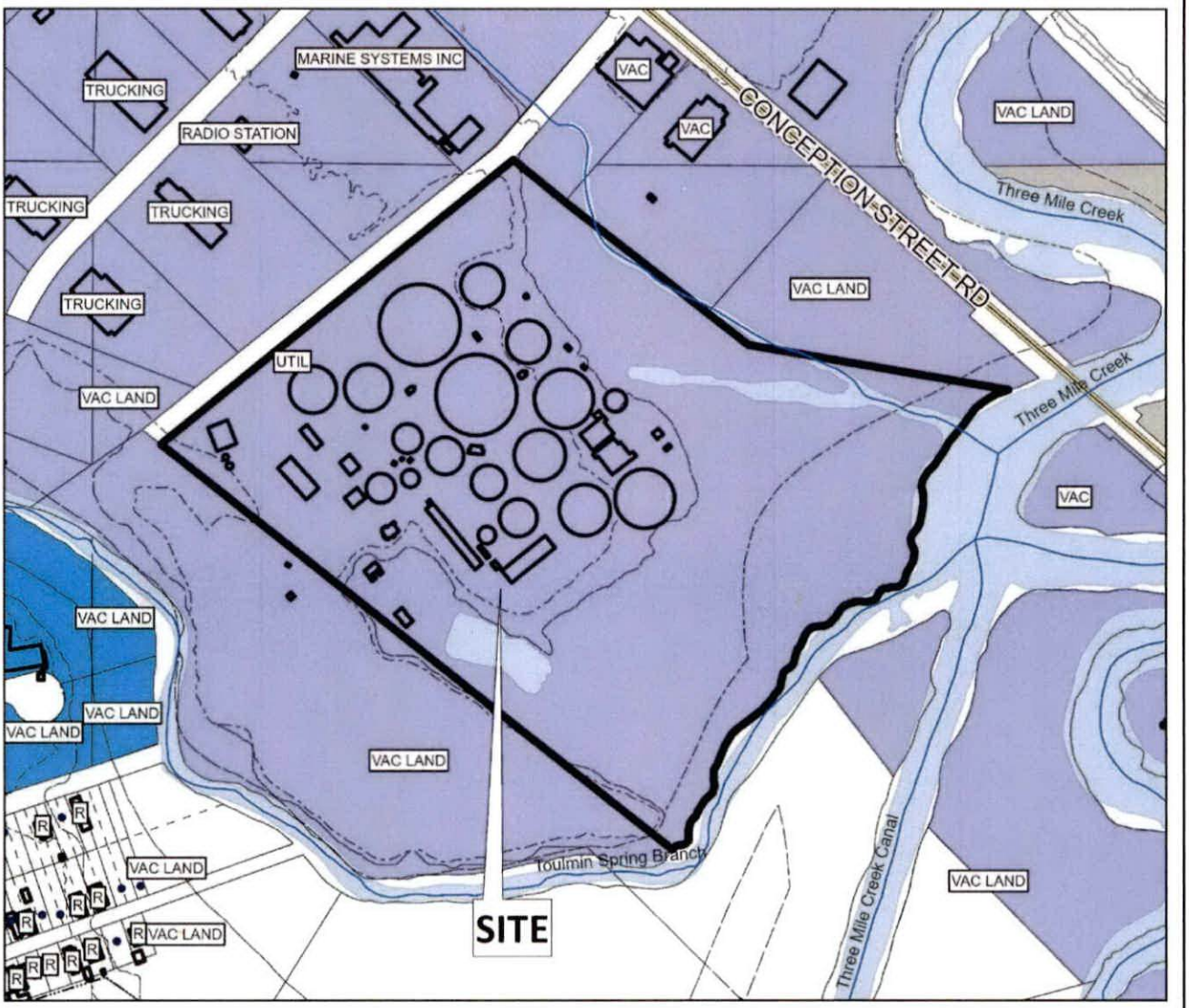
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

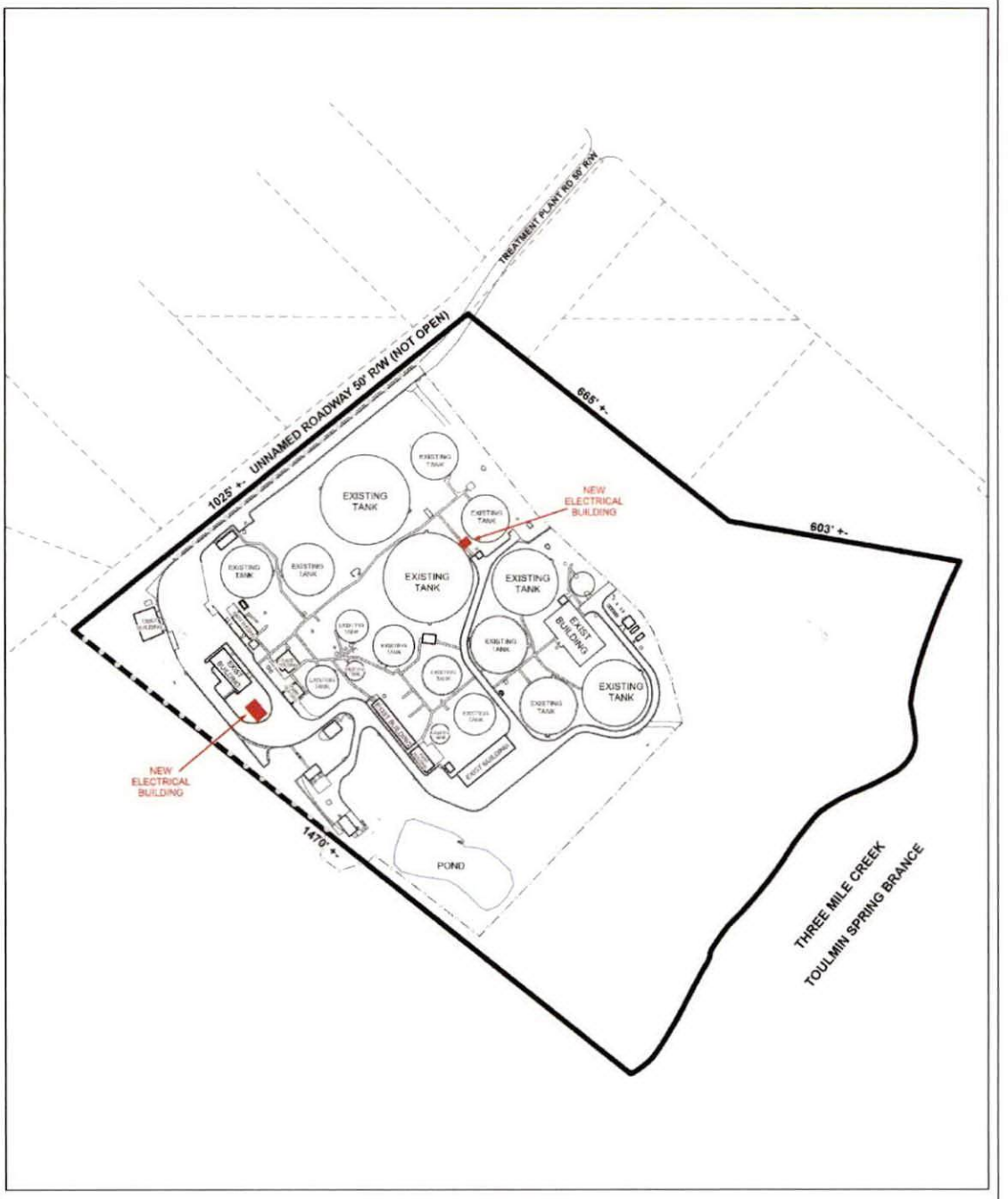
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing and proposed buildings, drives, and tanks.

APPLICATION NUMBER	11	DATE	March 19, 2026
APPLICANT	MAWSS (McCrory & Williams, Inc., Agent)		
REQUEST	PUD Modification		

N

NTS

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **19th** day of **May, 20226**, 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 1879 Conception Street Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

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

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.

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. 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;
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- 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;
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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.

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

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:

Brookley by the Bay was acquired in 2020 as part of an effort to improve public access to the shoreline and reconnect communities with Mobile Bay. Over a 6-month coordinated public engagement process, the City, community members, partners and stakeholders developed a collective vision for the site. The resulting Masterplan carefully weaved together programmed areas that support waterfront access and recreation through the site's incredible tree canopies, open fields, and varied shoreline. The City has completed design and engineering for Phase I of the Park, and has shovel ready construction documents. The purpose of this $15,000,000 grant proposal is to request funding for construction of the Southern Activation Zone (Phase I), which includes the following elements, in addition to the south parking loop and road:

Programmed spaces

- Destination play spaces (ADA Compliant)
- Experiential water play area with mushroom springs, flow tables, seesaw pumps, spray hopper, block gates, river flaps, etc.
- Environmental themed playground with sensory garden, treetop play structures, nests, fenced toddler play area, feature tower, driftwood banks, slide basin, etc.

Activated shoreline area

- Kayak launch with pavilion and drop off area (includes shoreline protection component)
- Beach volleyball

- ADA Compliant beach access boardwalks
- Sunrise Lawn
- Championship disc golf course
- Picnic shelters and comfort stations (restroom) with walking paths
- Fenced dog run

Amount of Contract:
$15,000,000

Funding Source
GOMESA

ATTACHMENTS:
1. CoverLetter_FY26_GOMESA_P2
2. RESOLUTION_FY26_GOMESA_P1

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro
James Barber

May 13, 2026

Dear Councilmembers:

Brookley by the Bay was acquired in 2020 as part of an effort to improve public access to the shoreline and reconnect communities with Mobile Bay. Over a 6-month coordinated public engagement process, the City, community members, partners and stakeholders developed a collective vision for the site. The resulting Masterplan carefully weaved together programmed areas that support waterfront access and recreation through the site's incredible tree canopies, open fields, and varied shoreline. The City has completed design and engineering for Phase I of the Park, and has shovel ready construction documents. The purpose of this $15,000,000 grant proposal is to request funding for construction of the Southern Activation Zone (Phase I), which includes the following elements, in addition to the south parking loop and road:

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- Picnic shelters and comfort stations (restroom) with walking paths
- Fenced dog run

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

2026

R E S O L U T I O N

Sponsored by: Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive GOMESA grant funding in the amount of $15,000,000 in support of Phase 1 - Southern Activation Zone of the Brookley by the Bay project. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Conservation and Natural Resources. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Event Concessions, Inc.
Location:	The Lemon Drop Festival 109 Government Street Mobile, AL 36602

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
04/24/2026	NEW APPLICATION	2026 - 5791	134221	2	May 19, 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)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
EVENT CONCESSIONS INC

Trade Name (DBA)
THE LEMON DROP FESTIVAL

Location Address
109 GOVERNMENT ST

City, State, Zip Code
MOBILE AL 36602

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
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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109 GOVERNMENT ST

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **May 14, 2026**

Re: **Application # 5791 / 109 Government St.**

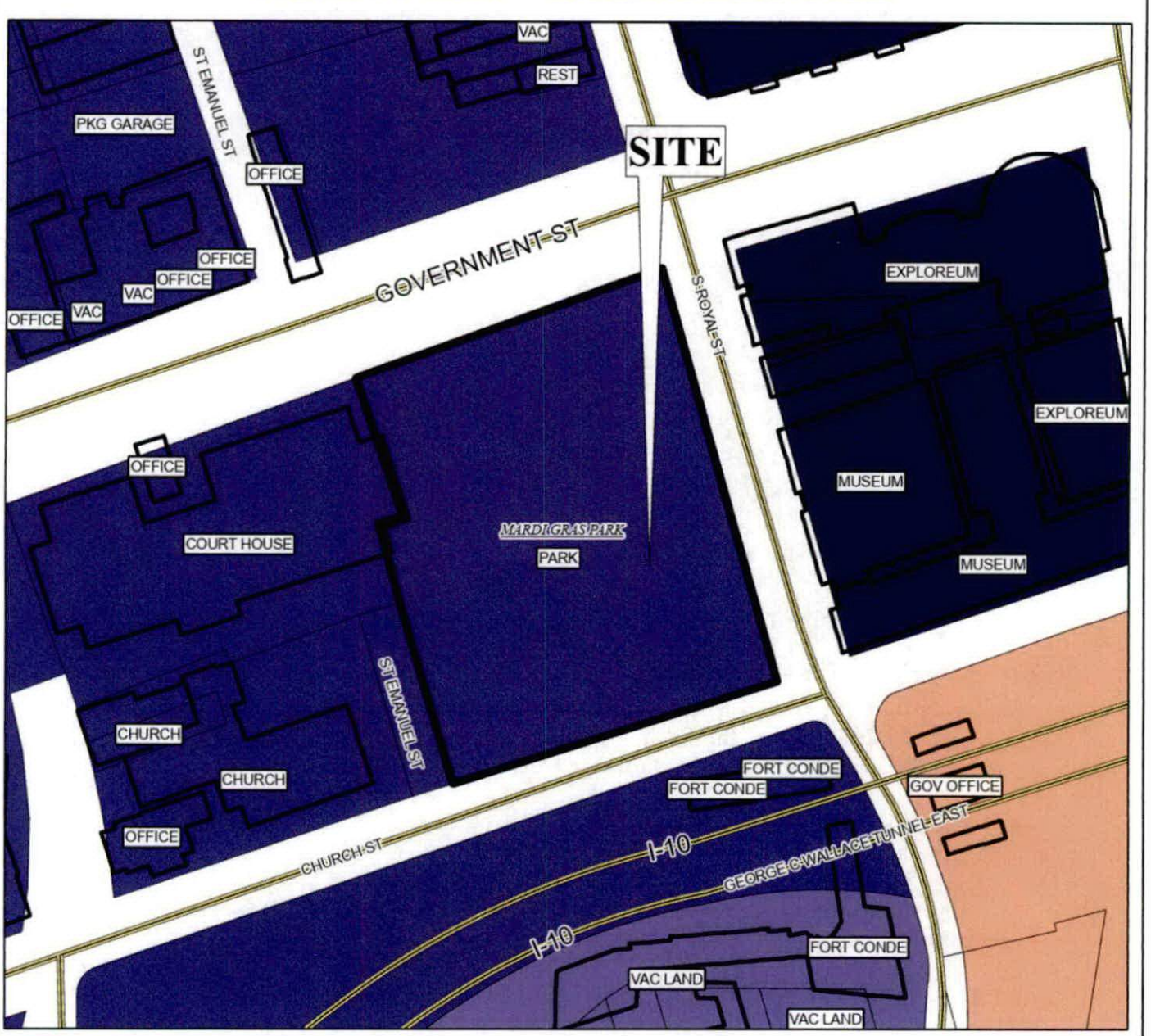
Regarding the above-referenced application, the subject property is zoned T-5.2 and serves a governmental function of the City of Mobile. A special event with associated special retail sales is a permitted use within this zoning district.

As the site serves a governmental function of the City of Mobile, it is exempt from the parking requirements of the Unified Development Code.

The property is located within Council District #2, represented by Councilmember Samantha Ingram.

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

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5791 DATE 5/19/2026

APPLICANT EVENT CONCESSIONS INC

LOCATION 109 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	NEW APPLICATION	2026 - 5791	134221	2	May 19, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
EVENT CONCESSIONS INC	THE LEMON DROP FESTIVAL

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	04/08/1997	9704 2138	AL	JEFFERSON

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
72-1362640	5800 10705	[redacted]	

Physical Address (Street Address, Suite #)	City	State	Zip Code
109 GOVERNMENT ST	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City		
[redacted]			

Primary Business Ac	If Location Transfer, Previous Street Address and Zip Code
SPECIAL EVENT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
MOLLIE DECOTE		YES	[redacted]	

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	
CITY OF MOBILE	[redacted]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City		
[redacted]			

Bldg Square Footage	Bldg				License Covers
0	200	YES	NO	SINGLE STRUCTURE	

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials MD POA

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
O'BRIEN PACTRICK JOSEPH 11	PRESIDENT	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	EVENT CONCESSIONS INC	SLOSS FURNACE	20 32ND ST N BIRMINGHAM AL
	EVENT CONCESSIONS INC	AMPHITHEATER AT THE WH	23325 WHARF LANE ORANGE BEACH

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
LANGLEY CHAD FORREST	SECETARY	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

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YES	EVENT CONCESSIONS INC	SLOSS FURNACE	20 32ND ST N BIRMINGHAM AL
	EVENT CONCESSIONS INC	AMPHITHEATER AT THE WH	23325 WHARF LANE ORANGE BEACH

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)
MOLLIE DUCOTE	POA	[redacted]	

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
[redacted]				

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

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)
HOPPING JEFFERY ALLEN	TREASURER	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

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	EVENT CONCESSIONS INC	AMPHITHEATER AT THE WH	23325 WHARF LANE ORANGE BEACH

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

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

MD 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.

MD 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.

MD 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.

MD 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.

MD 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.

MD 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.

MD 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
Mollie DuCote POA	5/12/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Mollie DuCote	POA

Sworn to and subscribed before me this 8th day of May 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC

TARA LYNN HARRIS
My Commission Expires
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
04/24/2026	NEW APPLICATION	2026 - 579	134221	2	May 19, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EVENT CONCESSIONS INC

Trade Name (DBA)

THE LEMON DROP FESTIVAL

Location Address

109 GOVERNMENT ST

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
MOLLIE DECOTE		YES	[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? 05/09/2026

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

Letter to City Council

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EVENT CONCESSIONS INC

Trade Name (DBA)

THE LEMON DROP FESTIVAL

Location Address

109 GOVERNMENT ST

Zip Code

36602

Application Number

2026 - 5

Notice Post Date @ Location

04/24/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 19, 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

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile 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:

EVENT CONCESSIONS INC

dba THE LEMON DROP FESTIVAL

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

140 - SPECIAL EVENTS RETAIL

for the premises located at

109 GOVERNMENT ST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

May 19, 2026 for application number 2026 - 5

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

EVENT CONCESSIONS INC

dba THE LEMON DROP FESTIVAL

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

140 - SPECIAL EVENTS RETAIL and

for the premises located at

109 GOVERNMENT ST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on May 19, 2026 for application number 2026 - 5

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.

Mollie DeCote POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EVENT CONCESSIONS INC

Trade Name (DBA)

THE LEMON DROP FESTIVAL

Location Address

109 GOVERNMENT ST

Zip Code

36602

Application Number

2026 - 5791

Notice Post Date @ Location

04/24/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 19, 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

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: 20260429144148585

Type License: 140 - SPECIAL EVENTS RETAIL- **State:** $150.00 **County:** $150.00

Trade Name: THE LEMON DROP FESTIVAL **Filing Fee:** $50.00

Applicant: EVENT CONCESSIONS INC **Transfer Fee:**

Location Address: 109 GOVERNMENT ST MOBILE, AL 36602

Mailing Address: [redacted]

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 9704 2138

Do you sell Draft Beer?: N/A

Date Incorporated: 04/08/1997 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 04/08/1997

Federal Tax ID: 72-1362640 **Alabama State Sales Tax ID:** 5800 10705

Name:	Title:	Date and Place of Birth:	Residence Address:
PATRICK JOSEPH O'BRIEN II [redacted]	PRESIDENT	[redacted]	
CHAD FORREDT LANGLEY [redacted]	SECRETARY		
JEFFERY ALLEN HOPPING JR [redacted]	TREASURER		

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: 20260429144148585

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 Perso [redacted]
Business Phon
Fax:

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-1552

What is lessors primary business? CITY GOVERNMENT

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 000

Display Square Footage:

Building seating capacity: 200

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

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:
JEFFERY HOPPING JR	11-9-1986 PUBLIC LEWDNESS	AUBURN POLICE DEPT	OVER TEN YEARS AGO

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

Initial each	Signature page
MCC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MCC	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MCC	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.
MCC	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.
MCC	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.
MCC	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.
MCC	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): Mollie D Cote PAT

Signature of Applicant: Mollie C D Cote

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/26/29

Application Taken: 4/29/26 **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 06/13/2026 Ending Date: 06/13/2026
Special terms and conditions for special event/special retail:
THE EVENT WILL TAKE PLACE AT MARDI GRAS PARK ON 6-13-2026. THE ENTRANCE/EXITS WILL BE CONTROLED. ONLY LIQUOR WILL BE SERVED. THIS IS A NON RENEWABLE LICENSE.

Other Explanations
License Covers: MARDI GRAS PARK
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL TAKE PLACE AT MARDI GRAS PARK ON 6-13-2026. THE ENTRANCE/EXITS WILL BE CONTROLED. ONLY LIQUOR WILL BE SERVED. THIS IS A NON RENEWABLE LICENSE.

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
Metes and Bounds: Beg Int S Row Govt St & W R/W Royal St Th Wly 575 Ft (s) Th Sly 185 Ft(s) Th Ely 132 Ft(s) Th S 10 Ft(s) Th Ely 115.3 Ft Th S 158 Ft(s) Th E 312 Ft(s) Th N 355 Ft(s) To Pob #Sec 40 T4S R1W #Mp29 06 40 0 011

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by Event Concessionaire / City of Mobile

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 _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
		Mollie DeCoste
	Owner of Property (Signature)	Applicant Name (Signature)
		Mollie C DeCoste
	Street Address	Street Address
		8053 Nesting Eagle Ct
	City, State, Zip	City, State, Zip
		Daphne, AL 36526
	Date Agreement Signed	Date Agreement Signed
		4/27/26

Application Property Ownership

State of Alabama - Jefferson County
I certify this instrument filed on:
1997 APR 01 A.M. 09:36
Recorded and $ Mtg. Tax
and $ 36.00 Deed Tax and Fee Amt. 36.00
$ Total $
GEORGE R. REYNOLDS, Judge of Probate

9704/2138

9704/2138

COPY

187070
Passed by: JT
Checked by:

ARTICLES OF INCORPORATION

OF

EVENT CONCESSIONS, INC.

We, the undersigned, in order to form a corporation for the purposes hereinafter stated, under the laws of the state of Alabama, do hereby adopt the following articles of incorporation for such corporation.

FIRST: NAME: The name of the corporation is EVENT CONCESSIONS, INC.

SECOND: PURPOSES: The purposes for which the corporation is organized are:

To carry on a general business in the various fields of food and beverage service, including introducing, erecting, operating, conducting, managing, maintaining and carrying on a food concessions, or other food service business and every other activity authorized a corporation by the Code of Alabama.

To do everything necessary and proper for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers herein set forth; either alone or in association with any other corporation, forms, or individuals, and to do every act or acts, thing or things, incidental to or growing out of or in connection with the aforesaid business or powers, or any part of parts thereof; provided, the same is not inconsistent with the laws under which this corporation is organized.

To borrow money, and to make and issue notes bonds, debentures, obligations, and evidences of indebtedness of all kinds, whether secured by mortgage, pledge, or otherwise, without limit as to amount, and to secure the same by mortgage, pledge or otherwise, and generally to make and perform agreements and contracts of every kind and description.

To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, sell, lease, exchange, hire, convey, mortgage, or otherwise dispose of, and deal in lands and leaseholds, and any interest, estate, and rights in real property, and any personal or mixed property, and any franchises, rights, licenses, or privileges necessary, convenient or appropriate for any of the purposes herein expressed.

RECEIVED
APR - 8 1997
SECRETARY

To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge, or otherwise, dispose of, or turn to account or deal with, all or any part of the property of the company, and from time to time to vary any investment or employment of capital of the company.

To purchase acquire, hold, improve, sell, convey, assign, release, mortgage, encumber, lease, hire and deal in and real and personal property of every name and nature, including stocks and securities for the payment of all sums due the corporation, and to sell, assign and release such securities.

To protect the products of the corporation by trademarks, trade-names or any distinguishing names or titles, and to acquire and take over, lease, grant leases on, to receive and grant licenses and other privileges on, and in connection with, any trademarks, patents or patent rights, processes, formulae, advertising matter, packaging methods and packages, and any and all other apparatus, rights, methods, names, selling devices and advertising matter which may from time to time be useful or convenient in promoting and protecting the preparation, advertising and sale of any and all goods and merchandise which may at any time be purchased, manufactured, handled or sold by the corporation.

To manufacture, buy, sell, deal in, and to engage in, conduct and carry on the business of manufacturing, buying, selling and dealing in goods, wares and merchandise of every class and description.

The business or purpose of the company is from time to time to do any one or more of the acts and things hereinabove set forth, and it shall have power to conduct and carry on its business, or any part thereof, and to have one or more offices, and to exercise all or any of its corporate powers and rights in the state of Alabama, and in the various other states, territories, colonies and dependencies of the United States, in the District of Columbia, and in all or any foreign countries.

THREE: **REGISTERED OFFICE AND REGISTERED AGENT** The location and mailing address of the corporation's initial registered office shall be 382 Laredo Drive, in the City of Birmingham, County of Jefferson, State of Alabama, 35226, and the name of the Corporation's registered agent at such address shall be Anthony Ruffino.

FOURTH: **CAPITAL STOCK** The total number of shares that the corporation shall have the authority to issue is 2,000 shares, which shall be divided into 2,000 shares of common stock, of a par value of $1.00 each. Each share shall have one vote. The Corporation shall begin business with 750 shares of stock issued.

FIFTH: INCORPORATORS The names and post office address of the incorporators are:

Name	Address
Robert Bonezzi	[redacted]
Anthony Ruffino	
Gary Weinberger	
Michael G. Trucks	
Conrad Rafield	

SIXTH: DIRECTORS The number of directors constituting the initial board of directors of the corporation shall be five.

The names and addresses of those persons, each of whom shall serve as a director until the first annual meeting of shareholders or until his or her successor is elected and qualifies, are as follows:

Name	Address
Robert Bonezzi	[redacted]
Anthony Ruffino	
Gary Weinberger	
Michael G. Trucks	
Conrad Rafield	

SEVENTH: DURATION The duration of the corporation is perpetual.

EIGHTH: OTHER PROVISIONS: The corporation shall have all of the rights, powers, privileges and immunities as set out in the Code of Alabama for the year 1975 and all other laws applicable thereto, whether herein specifically set out or not, all of which are hereby referred to and made a part hereof as though set out in full herein.

The stockholders shall have the right to increase or decrease the capital stock to such sums as they may desire, and as may be permitted by the laws of the State of Alabama.

Every director and officer shall be indemnified against all liabilities, including all reasonable expenses of defense, except to the extent that he or she shall have been finally adjudged to be liable for negligence or misconduct, in the matter out of which the liability arises.

IN WITNESS WHEREOF, We have executed these Articles of Incorporation on this 26th day of MARCH, 1997.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this 26th day of March, 1997, personally appeared before me Robert Bonezzi, Anthony Ruffino, Gary Weinberger, Michael G. Trucks and Conrad Rafield, who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators and that the statements therein contained are true.

Dora N Chaffin
Notary Public

MY COMMISSION EXPIRES AUGUST 31, 2000

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Event Concessions, Inc.

This domestic corporation name is proposed to be incorporated in Jefferson County and is for the exclusive use of Michael Trucks, P O Box 536, Fairfield, AL 35064 for a period of one hundred twenty days beginning March 10, 1997 and expiring July 9, 1997.

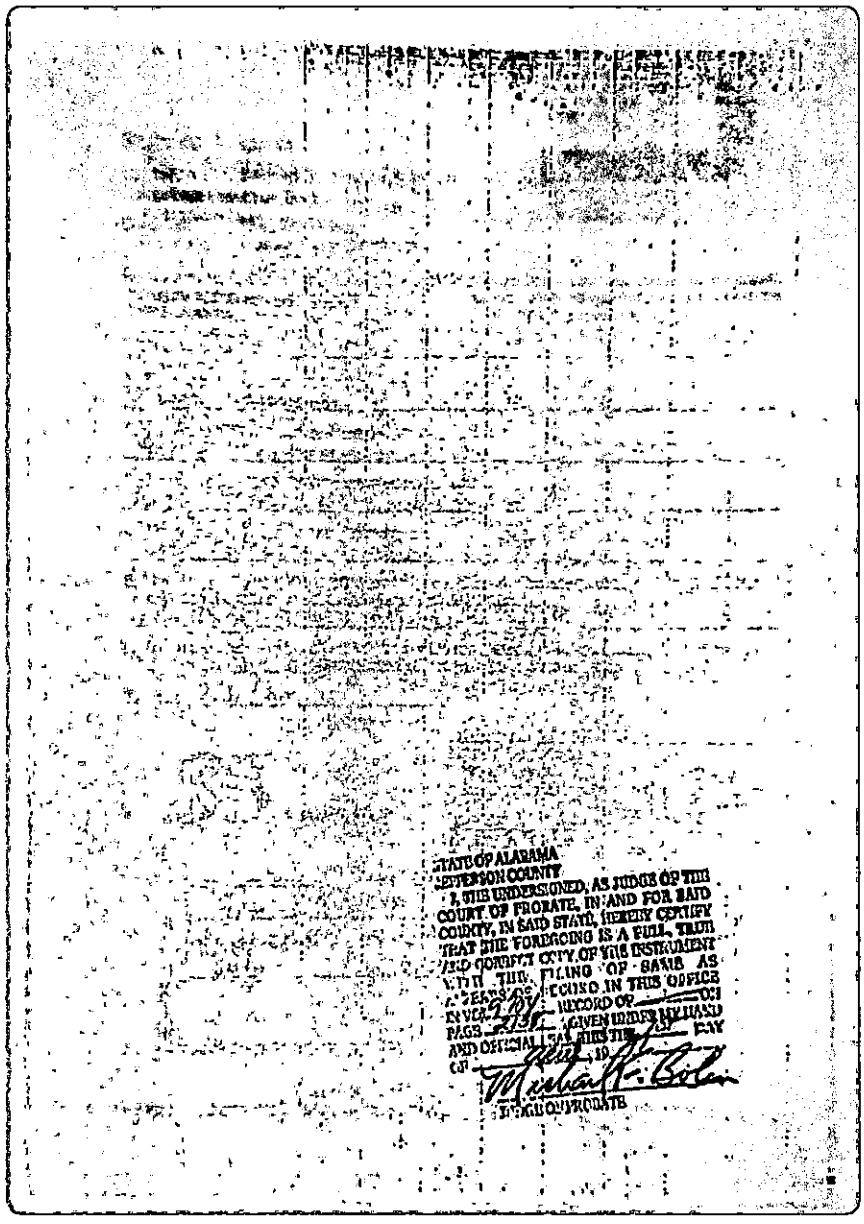
In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

March 10, 1997

Date

Jim Bennett

Jim Bennett — Secretary of State



STATE OF ALABAMA
JEFFERSON COUNTY

I, THE UNDERSIGNED, AS JUDGE OF THE COURT OF PROBATE, IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE INSTRUMENT WITH THE FILING OF SAME AS APPEARS OF RECORD IN THIS OFFICE IN VOL. 2 BY RECORD OF ON PAGE 2138 GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 1st DAY OF April, 19

Michael K. Bolin
JUDGE OF PROBATE

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/Cert. 7/31/2009 12:40 PM
TOTAL $ 15.00
1 Pages

1190525

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: ___ FOREIGN CORPORATION
✓ DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Alabama

1. The name of the corporation:
Event Concessions, Inc.

2. The name of the present registered agent:
Anthony Ruffino

3. The street address of the present registered office:
382 Laredo Dr. Birmingham, AL

4. The name of its successor registered agent:
Joe O'Brien

5. The street address (NO PO BOX) to which the registered office is to be changed (street address of registered agent and registered office must be identical):
101 Royal Pl. Pelham, AL 35124
Street Number, Street Name City, State and Zip Code

6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.

7. Date: 7/31/09

$5 Filing Fee

Event Concessions
Name of Corporation

Joe O'Brien President
Type or Print Corporate Officer's Name and Title

Signature of Officer

I, Joe O'Brien, consent to serve as registered agent to the above named corporation on this the 31 day of July, 2009.

Signature of Registered Agent

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF $5.00 TO:
SECRETARY OF STATE, CORPORATIONS DIVISION, PO BOX 5616, MONTGOMERY, ALABAMA 36103-5616

Rev. 4/2000

MINUTES OF SPECIAL MEETING OF

SHAREHOLDERS OF

EVENT CONCESSIONS, INC.

The special meeting of the Shareholders of EVENT CONCESSIONS, INC., was held on the 1st day of June, 2000, at 10:00 a.m., in the offices of said corporation.

All of the Shareholders of said Corporation were present thereby constituting a quorum to conduct business.

The Chairman called the meeting to order and after a discussion was held, and on motion duly made, the following Resolution was seconded and carried:

RESOLVED: That all of the outstanding shares of the Corporation have been transferred to Joe O'Brien and that the stock registry shall indicate said transfer.

Upon motion duly made, the following Resolution was seconded and carried:

RESOLVED, that the Concessionaire Lease Agreement in regard to SFX Entertainment, Inc. is hereby accepted and approved and Joe O'Brien is hereby authorized to enter into said agreement on behalf of the Corporation.

Upon motion duly made, the following Resolution was seconded and carried:

RESOLVED, that the actions taken by Joe O'Brien for and on behalf of the corporation, are hereby approved, ratified and adopted as if done pursuant to corporate authorization.

There being no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned.

Dated this 1st day of June, 2000.

Secretary

Date: 7/7/2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Robert Bonezzi

Date: 7/17/2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Robert Bonezzi

Date: 6 - 1 - 2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Michael S. Trucks

Date: July 17 2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Anthony Ruffino

Date:_____

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Gary Weihberger

Date: _____

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Henry H. Cobb, Jr.

Henry H. Cobb, Jr.

List of Current Members

The following individuals are the only members of: EVENT CONCESSIONS INC

NAME: Patrick T O'Brien, II TITLE: [redacted]

NAME: Jeffrey H Hopping, JR TITLE:

NAME: Chas F Langley TITLE:

NAME: TITLE:

NAME: TITLE:

Patrick O'Brien, II
PRINTED NAME OF MEMBER

Patrick O'Brien II
SIGNATURE OF MEMBER

2-5-26
DATE

MINUTES OF SPECIAL MEETING OF

SHAREHOLDERSS OF

EVENT CONCESSIONS, INC.

The special called meeting of the Shareholders of EVENT CONCESSIONS, INC. was held on the 14th day of October, 2023, at 10:00 AM, at 355 Hwy 361, Pelham, Alabama.

All of the Shareholders of said Corporation were present thereby constituting a quorum to conduct business.

The Chairman called the meeting to order and after discussion was held and a motion duly made, the following Resolutions were seconded and carried:

RESOLVED: That the Corporation accepts and approves the sale of 240 shares of the corporation to Jeff Hopping, Jr and 240 shares of the corporation to Chad Langley under the terms of the executed Stock Purchase agreements and the subsequent transfer of shares from Joe O'Brien to both parties.

Upon motion duly made, the following resolution was seconded and carried:

RESOLVED: That Jeff Hopping, Jr. and Chad Langley, be and hereby are elected to the Board of Directors of the Corporation.

Upon motion duly made, the following Resolution was seconded and carried: RESOLVED, that the actions taken by Joe O'Brien, Jeff Hopping, Jr and Chad Langley, for and on behalf of the corporation, are hereby approved, ratified and adopted as if don pursuant to corporate authorization.

There being no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned.

Dated this the 14th day of October, 2023.

Secretary

[redacted]

[redacted]

WE ASSIGNED YOU AN EMPL[redacted]

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 72-1362648. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Based on the information shown on your Form SS-4, you must file the following form(s) by the date we show.

Form 941	07/31/97
Form 940	01/31/98

If the due date has passed please complete the form and send it to us by 07-11-97. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

Thank you for your cooperation.

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EVENT CONCESSIONS INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	5800 10705	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA

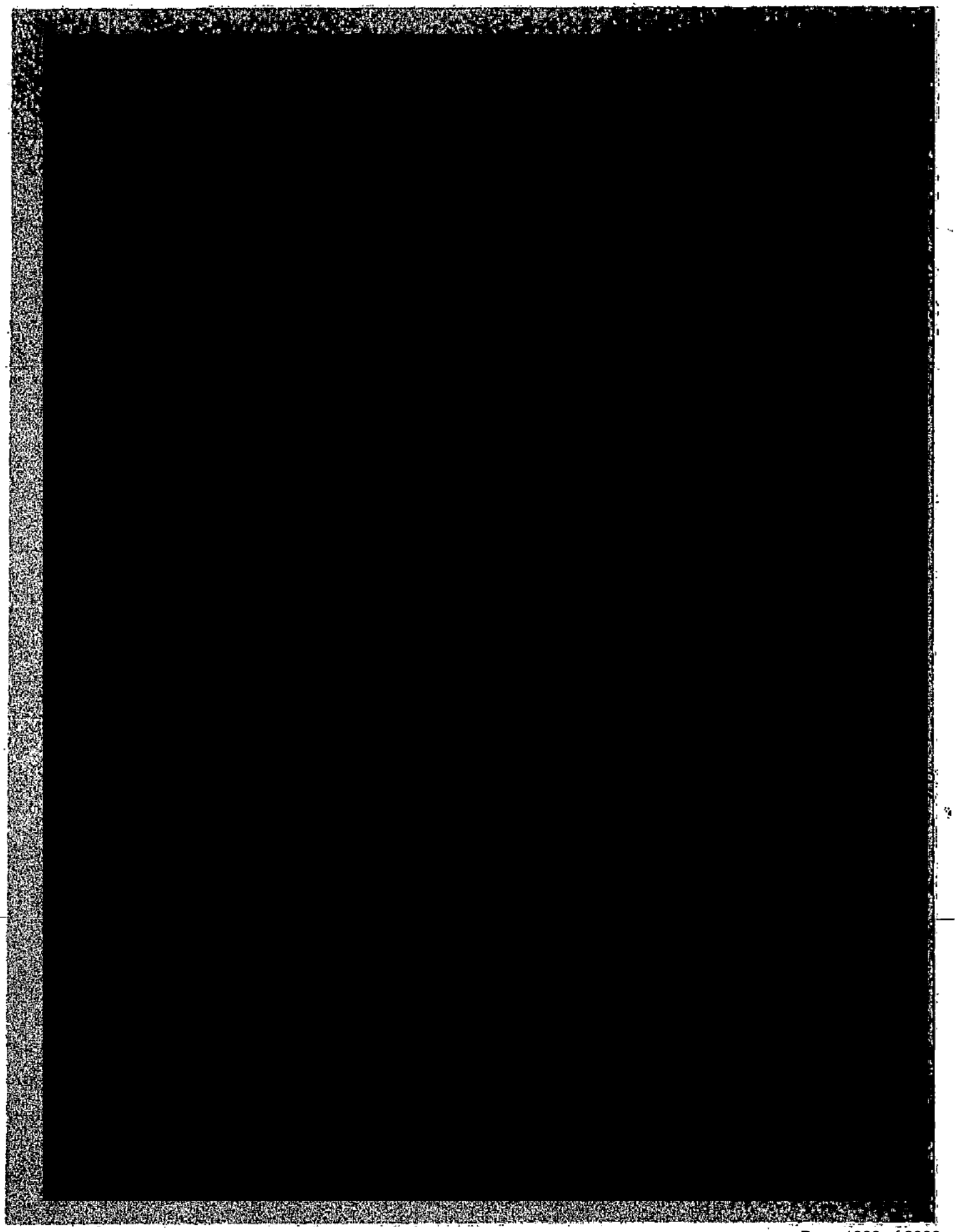
Jennifer Byrd

Deputy Commissioner

NAICS CODE: 71111

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

355 HIGHWAY 361 PELHAM AL 35124-6109



EVENTS

City of Mobile Event Services Division
48 North Sage Avenue
Mobile, AL 36607

Wednesday, May 6, 2026

ABC Board
Attention: Sandy Durham
5832 Highway 90 West
Theodore, AL 36582

To Whom It May Concern:

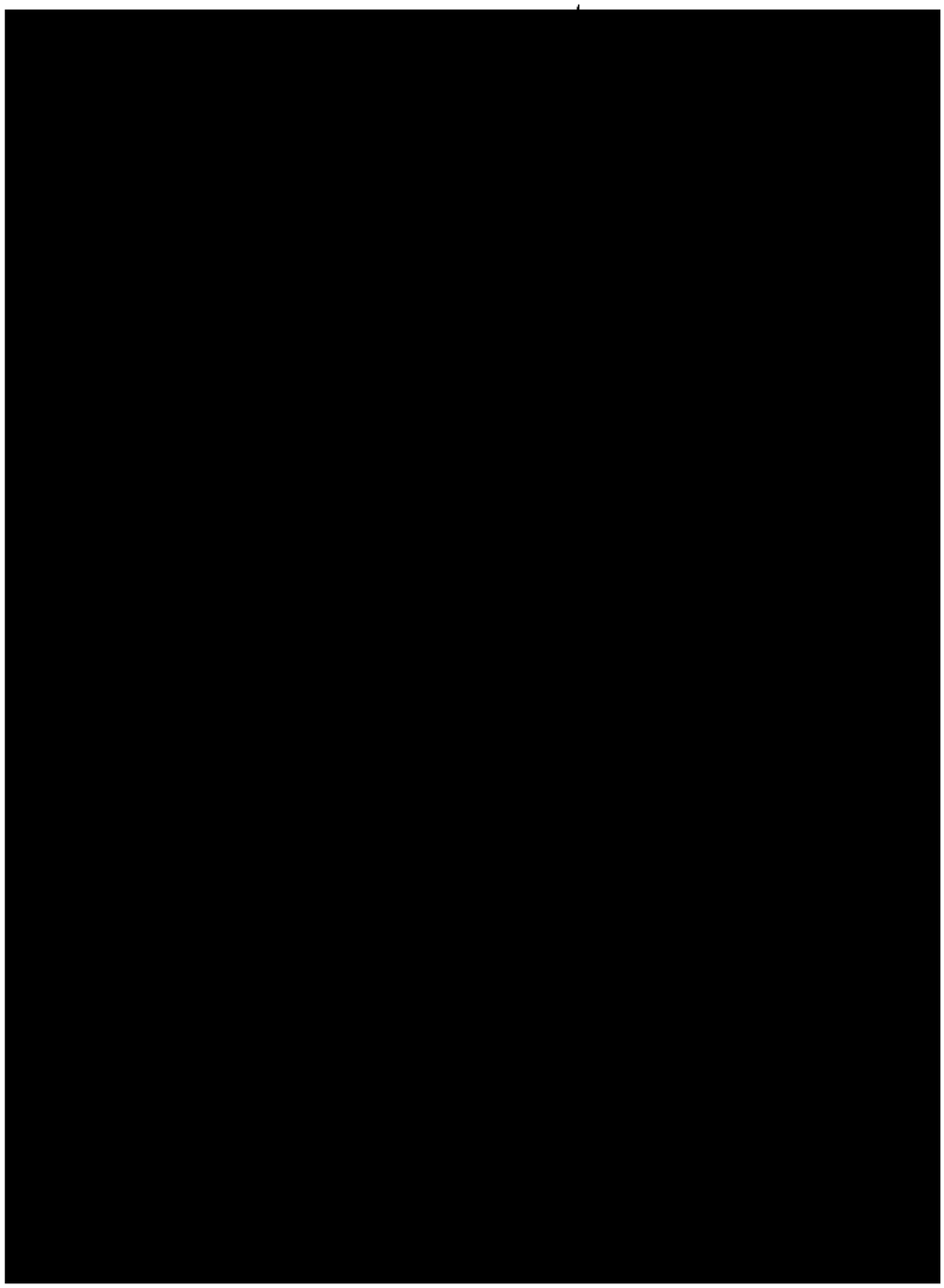
The City of Mobile Event Services Division understands that the Event Concessions, Inc. has applied for a Special Events License with the ABC Board for The Lemon Drop Festival, occurring on June 13, 2026, from 09:00 am until 08:00 pm at Mardi Gras Park, located at 109 Government Street, Mobile, AL 36602. Please allow this to serve as confirmation from the City of Mobile that this event has been permitted to take place as listed.

Sincerely,

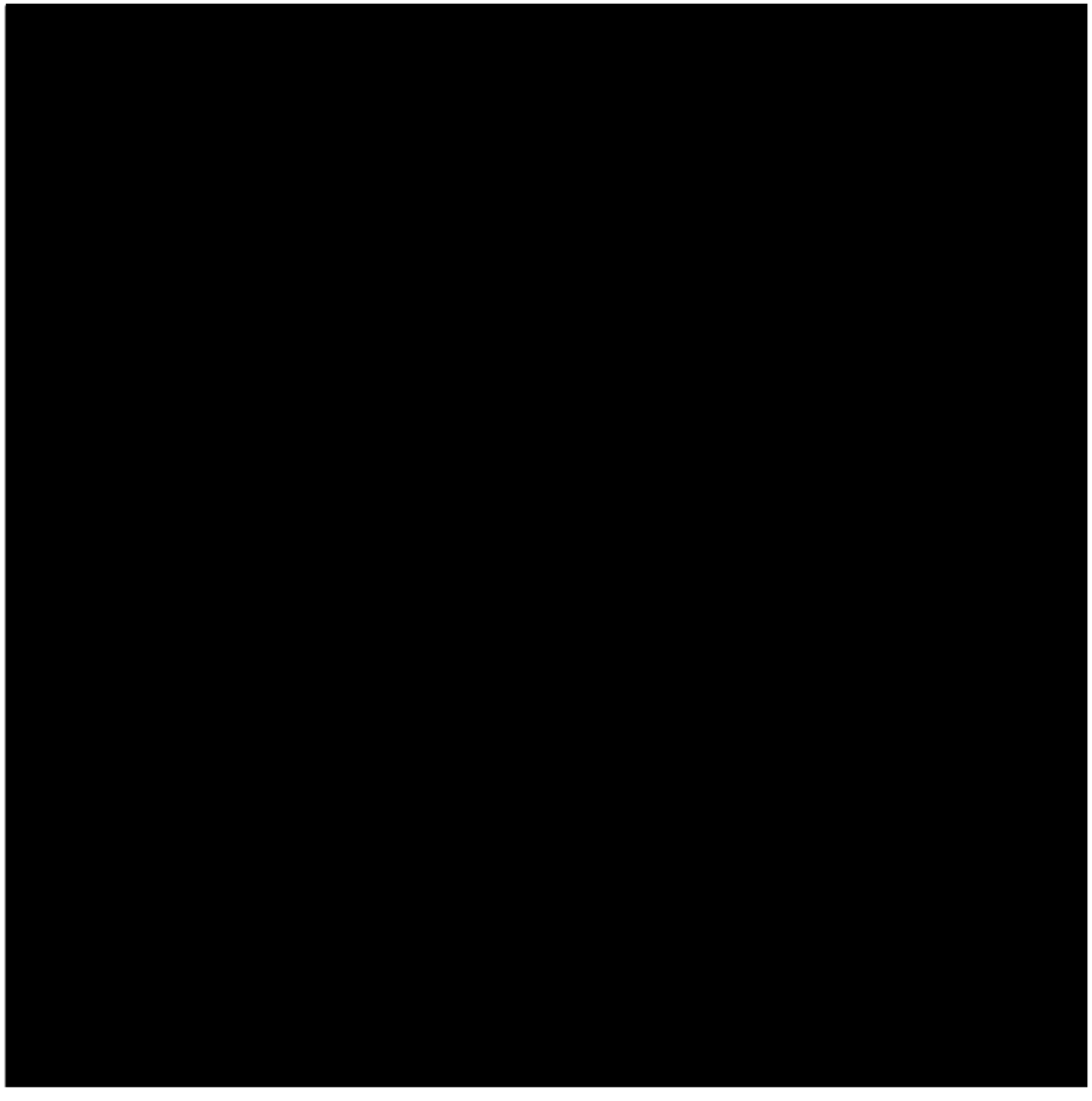
Kati Wigfield

Kati Wigfield
Event Services Coordinator
Event Services Division
City of Mobile

[redacted]







R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Event Concessions, Inc.
Location:	The Lemon Drop Festival 109 Government Street Mobile, AL 36602

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
04/24/2026	NEW APPLICATION	2026 - 5791	134221	2	May 19, 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)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
EVENT CONCESSIONS INC

Trade Name (DBA)
THE LEMON DROP FESTIVAL

Location Address
109 GOVERNMENT ST

City, State, Zip Code
MOBILE AL 36602

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
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CITY CLERK
LISA C. LAMBERT

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PO Box 1151 Montgomery AL 36101

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Trade Name (DBA)
THE LEMON DROP FESTIVAL

Location Address
109 GOVERNMENT ST

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7441 • FAX (251) 208-7482

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **May 14, 2026**

Re: **Application # 5791 / 109 Government St.**

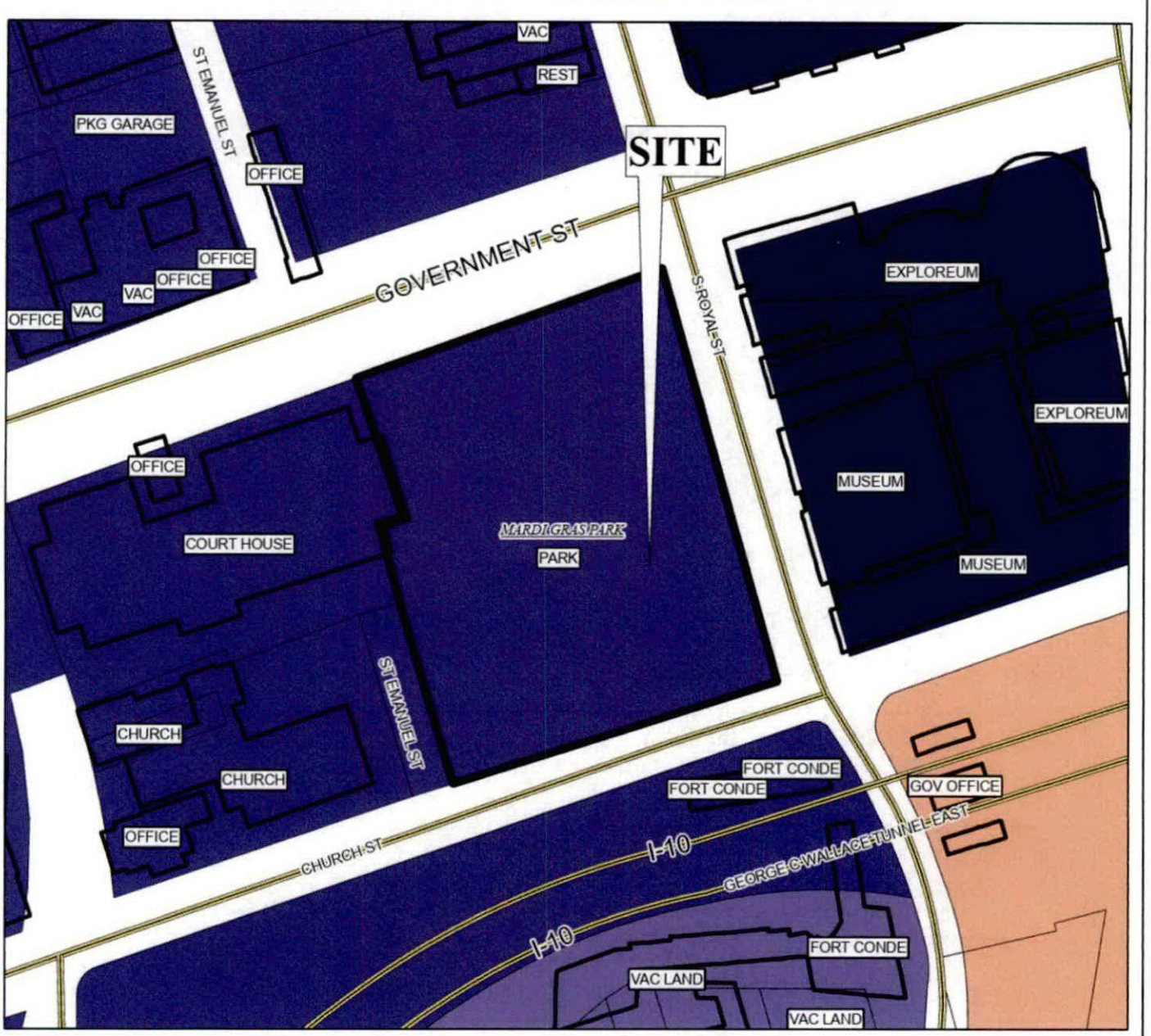
Regarding the above-referenced application, the subject property is zoned T-5.2 and serves a governmental function of the City of Mobile. A special event with associated special retail sales is a permitted use within this zoning district.

As the site serves a governmental function of the City of Mobile, it is exempt from the parking requirements of the Unified Development Code.

The property is located within Council District #2, represented by Councilmember Samantha Ingram.

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

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5791 DATE 5/19/2026

APPLICANT EVENT CONCESSIONS INC

LOCATION 109 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	NEW APPLICATION	2026 - 5791	134221	2	May 19, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
EVENT CONCESSIONS INC	THE LEMON DROP FESTIVAL

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	04/08/1997	9704 2138	AL	JEFFERSON

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
72-1362640	5800 10705	(251) 583-8416	

Physical Address (Street Address, Suite #)	City	State	Zip Code
109 GOVERNMENT ST	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
355 HWY 361	PELHAM	AL	36124

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
	SPECIAL EVENT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
MOLLIE DECOTE		YES	(251) 583-8416	MOLLIEDUCOTE@YAHOO.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
CITY OF MOBILE	(251) 208-1552	EVENTSERVICES@CITYOFMOBILE.GOV

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
48 N SAGE AVE	MOBILE	AL	36607

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
0	200	YES	NO	SINGLE STRUCTURE	

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials MD POA

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
O'BRIEN PACTRICK JOSEPH 11	PRESIDENT	AL 5641161	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
713 RIVER FOREST LN	TALLADEGA	AL	35160
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
01/15/1962	NEW ULM MN	471-88-5028	(205) 586-0933

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	EVENT CONCESSIONS INC	SLOSS FURNACE	20 32ND ST N BIRMINGHAM AL
	EVENT CONCESSIONS INC	AMPHITHEATER AT THE WH	23325 WHARF LANE ORANGE BEACH

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
LANGLEY CHAD FORREST	SECETARY	MS 8000282480	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
154 SPEERS VALLEY RD	BRANDON	MS	39042
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
11/14/1979	MADISON TN	412-33-7076	(601) 954-3885

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	EVENT CONCESSIONS INC	SLOSS FURNACE	20 32ND ST N BIRMINGHAM AL
	EVENT CONCESSIONS INC	AMPHITHEATER AT THE WH	23325 WHARF LANE ORANGE BEACH

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)	
MOLLIE DUCOTE	POA	07/08/1964	AL 5371924	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**
8053 NESTING EAGLE CT	DAPHANE	AL	36526	(251) 583-8416

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
HOPPING JEFFERY ALLEN	TREASURER	AL 5208504	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
5231 LAKE CREST CIR	HOOVER	AL	35226
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
03/05/1968	BIRMINGHAM AL		

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	EVENT CONCESSIONS INC	SLOSS FURNACE	20 32ND ST N BIRMINGHAM AL
	EVENT CONCESSIONS INC	AMPHITHEATER AT THE WH	23325 WHARF LANE ORANGE BEACH

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

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Mollie DuCote POA	5/12/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Mollie DuCote	POA

Sworn to and subscribed before me this 8th day of May 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC

TARA LYNN HARRIS
My Commission Expires
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
04/24/2026	NEW APPLICATION	2026 - 591	134221	2	May 19, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EVENT CONCESSIONS INC

Trade Name (DBA)

THE LEMON DROP FESTIVAL

Location Address

109 GOVERNMENT ST

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
MOLLIE DECOTE		YES	(251) 583-8416	MOLLIEDUCOTE@YAHOO.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? 05/09/2026

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

Letter to City Council

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EVENT CONCESSIONS INC

Trade Name (DBA)

THE LEMON DROP FESTIVAL

Location Address

109 GOVERNMENT ST

Zip Code

36602

Application Number

2026 - 5

Notice Post Date @ Location

04/24/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 19, 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

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile 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:

EVENT CONCESSIONS INC

dba THE LEMON DROP FESTIVAL

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

140 - SPECIAL EVENTS RETAIL

for the premises located at

109 GOVERNMENT ST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

May 19, 2026 for application number 2026 - 5

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

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dba THE LEMON DROP FESTIVAL

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

140 - SPECIAL EVENTS RETAIL and

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109 GOVERNMENT ST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on May 19, 2026 for application number 2026 - 5

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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.

Mallori Cote POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EVENT CONCESSIONS INC

Trade Name (DBA)

THE LEMON DROP FESTIVAL

Location Address

109 GOVERNMENT ST

Zip Code

36602

Application Number

2026 - 5791

Notice Post Date @ Location

04/24/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 19, 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

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: 20260429144148585

Type License: 140 - SPECIAL EVENTS RETAIL- **State:** $150.00 **County:** $150.00

Trade Name: THE LEMON DROP FESTIVAL **Filing Fee:** $50.00

Applicant: EVENT CONCESSIONS INC **Transfer Fee:**

Location Address: 109 GOVERNMENT ST MOBILE, AL 36602

Mailing Address: 355 HWY 361 PELHAM, AL 36124

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 9704 2138

Do you sell Draft Beer?: N/A

Date Incorporated: 04/08/1997 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 04/08/1997

Federal Tax ID: 72-1362640 **Alabama State Sales Tax ID:** 5800 10705

Name:	Title:	Date and Place of Birth:	Residence Address:
PATRICK JOSEPH O'BRIEN II 5641161 - AL	PRESIDENT	01/15/1962 NEW ULM MN	713 RIVER FOREST LN TALLADEGA, AL 35160
CHAD FORREDT LANGLEY 800282480 - MS	SECRETARY	11/14/1979 MADISON TN	154 SPEERS VALLEY RD BRANDON, MS 39042
JEFFERY ALLEN HOPPING JR 5208504 - AL	TREASURER	03/05/1968 BIRMINGHAM AL	5231 LAKE CREST CIR HOOVER , AL 35226

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: 20260429144148585

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: MOLLIE DECOTE
Business Phone: 251-583-8416
Fax:

Home Phone: 251-583-8416
Cell Phone: 251-583-8416
E-mail: MOLLIEDUCOTE@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-1552

What is lessors primary business? CITY GOVERNMENT

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 000

Display Square Footage:

Building seating capacity: 200

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

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:
JEFFERY HOPPING JR	11-9-1986 PUBLIC LEWDNESS	AUBURN POLICE DEPT	OVER TEN YEARS AGO

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

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): Mollie D Cote POA

Signature of Applicant: Mollie C D Cote

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/26/29

Application Taken: 4/29/26 **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260429144148585

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 06/13/2026 Ending Date: 06/13/2026
Special terms and conditions for special event/special retail:
THE EVENT WILL TAKE PLACE AT MARDI GRAS PARK ON 6-13-2026. THE ENTRANCE/EXITS WILL BE CONTROLED. ONLY LIQUOR WILL BE SERVED. THIS IS A NON RENEWABLE LICENSE.

Other Explanations
License Covers: MARDI GRAS PARK
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL TAKE PLACE AT MARDI GRAS PARK ON 6-13-2026. THE ENTRANCE/EXITS WILL BE CONTROLED. ONLY LIQUOR WILL BE SERVED. THIS IS A NON RENEWABLE LICENSE.

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
Metes and Bounds: Beg Int S Row Govt St & W R/W Royal St Th Wly 575 Ft (s) Th Sly 185 Ft(s) Th Ely 132 Ft(s) Th S 10 Ft(s) Th Ely 115.3 Ft Th S 158 Ft(s) Th E 312 Ft(s) Th N 355 Ft(s) To Pob #Sec 40 T4S R1W #Mp29 06 40 0 011

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by Event Concessionaire / City of Mobile

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 _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
		Mollie DeCoste
	Owner of Property (Signature)	Applicant Name (Signature)
		Mollie C DeCoste
	Street Address	Street Address
		8053 Nesting Eagle Ct
	City, State, Zip	City, State, Zip
		Daphne, AL 36526
	Date Agreement Signed	Date Agreement Signed
		4/27/26

Application Property Ownership

State of Alabama - Jefferson County
I certify this instrument filed on:
1997 APR 01 A.M. 09:36
Recorded and $ Mtg. Tax
and $ 36.00 Deed Tax and Fee Amt. 36.00
$ Total $
GEORGE R. REYNOLDS, Judge of Probate

9704/2138

9704/2138

COPY

187070
Passed by: JT
Checked by:

ARTICLES OF INCORPORATION

OF

EVENT CONCESSIONS, INC.

We, the undersigned, in order to form a corporation for the purposes hereinafter stated, under the laws of the state of Alabama, do hereby adopt the following articles of incorporation for such corporation.

FIRST: NAME: The name of the corporation is EVENT CONCESSIONS, INC.

SECOND: PURPOSES: The purposes for which the corporation is organized are:

To carry on a general business in the various fields of food and beverage service, including introducing, erecting, operating, conducting, managing, maintaining and carrying on a food concessions, or other food service business and every other activity authorized a corporation by the Code of Alabama.

To do everything necessary and proper for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers herein set forth; either alone or in association with any other corporation, forms, or individuals, and to do every act or acts, thing or things, incidental to or growing out of or in connection with the aforesaid business or powers, or any part of parts thereof; provided, the same is not inconsistent with the laws under which this corporation is organized.

To borrow money, and to make and issue notes bonds, debentures, obligations, and evidences of indebtedness of all kinds, whether secured by mortgage, pledge, or otherwise, without limit as to amount, and to secure the same by mortgage, pledge or otherwise, and generally to make and perform agreements and contracts of every kind and description.

To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, sell, lease, exchange, hire, convey, mortgage, or otherwise dispose of, and deal in lands and leaseholds, and any interest, estate, and rights in real property, and any personal or mixed property, and any franchises, rights, licenses, or privileges necessary, convenient or appropriate for any of the purposes herein expressed.

RECEIVED
APR - 8 1997
SECRETARY

To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge, or otherwise, dispose of, or turn to account or deal with, all or any part of the property of the company, and from time to time to vary any investment or employment of capital of the company.

To purchase acquire, hold, improve, sell, convey, assign, release, mortgage, encumber, lease, hire and deal in and real and personal property of every name and nature, including stocks and securities for the payment of all sums due the corporation, and to sell, assign and release such securities.

To protect the products of the corporation by trademarks, trade-names or any distinguishing names or titles, and to acquire and take over, lease, grant leases on, to receive and grant licenses and other privileges on, and in connection with, any trademarks, patents or patent rights, processes, formulae, advertising matter, packaging methods and packages, and any and all other apparatus, rights, methods, names, selling devices and advertising matter which may from time to time be useful or convenient in promoting and protecting the preparation, advertising and sale of any and all goods and merchandise which may at any time be purchased, manufactured, handled or sold by the corporation.

To manufacture, buy, sell, deal in, and to engage in, conduct and carry on the business of manufacturing, buying, selling and dealing in goods, wares and merchandise of every class and description.

The business or purpose of the company is from time to time to do any one or more of the acts and things hereinabove set forth, and it shall have power to conduct and carry on its business, or any part thereof, and to have one or more offices, and to exercise all or any of its corporate powers and rights in the state of Alabama, and in the various other states, territories, colonies and dependencies of the United States, in the District of Columbia, and in all or any foreign countries.

THREE: **REGISTERED OFFICE AND REGISTERED AGENT** The location and mailing address of the corporation's initial registered office shall be 382 Laredo Drive, in the City of Birmingham, County of Jefferson, State of Alabama, 35226, and the name of the Corporation's registered agent at such address shall be Anthony Ruffino.

FOURTH: **CAPITAL STOCK** The total number of shares that the corporation shall have the authority to issue is 2,000 shares, which shall be divided into 2,000 shares of common stock, of a par value of $1.00 each. Each share shall have one vote. The Corporation shall begin business with 750 shares of stock issued.

FIFTH: INCORPORATORS The names and post office address of the incorporators are:

Name	Address
Robert Bonezzi	110 B Palmetto Destin, FL 32541
Anthony Ruffino	382 Laredo Drive Birmingham, AL 35226
Gary Weinberger	712 Braddock Avenue Mt. Brook, AL 35213
Michael G. Trucks	18 Montevallo Lane Mt. Brook, AL 35213
Conrad Rafield	18 Montcrest Drive Mt. Brook, AL 35213

SIXTH: DIRECTORS The number of directors constituting the initial board of directors of the corporation shall be five.

The names and addresses of those persons, each of whom shall serve as a director until the first annual meeting of shareholders or until his or her successor is elected and qualifies, are as follows:

Name	Address
Robert Bonezzi	110 B Palmetto Destin, FL 32541
Anthony Ruffino	382 Laredo Drive Birmingham, AL 35226
Gary Weinberger	712 Braddock Avenue Mt. Brook, AL 35213
Michael G. Trucks	18 Montevallo Lane Mt. Brook, AL 35213
Conrad Rafield	18 Montcrest Drive Mt. Brook, AL 35213

SEVENTH: DURATION The duration of the corporation is perpetual.

EIGHTH: OTHER PROVISIONS: The corporation shall have all of the rights, powers, privileges and immunities as set out in the Code of Alabama for the year 1975 and all other laws applicable thereto, whether herein specifically set out or not, all of which are hereby referred to and made a part hereof as though set out in full herein.

The stockholders shall have the right to increase or decrease the capital stock to such sums as they may desire, and as may be permitted by the laws of the State of Alabama.

Every director and officer shall be indemnified against all liabilities, including all reasonable expenses of defense, except to the extent that he or she shall have been finally adjudged to be liable for negligence or misconduct, in the matter out of which the liability arises.

IN WITNESS WHEREOF, We have executed these Articles of Incorporation on this 26th day of MARCH, 1997.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this 26th day of March, 1997, personally appeared before me Robert Bonezzi, Anthony Ruffino, Gary Weinberger, Michael G. Trucks and Conrad Rafield, who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators and that the statements therein contained are true.

Dora N Chaffin
Notary Public

MY COMMISSION EXPIRES AUGUST 31, 2000

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Event Concessions, Inc.

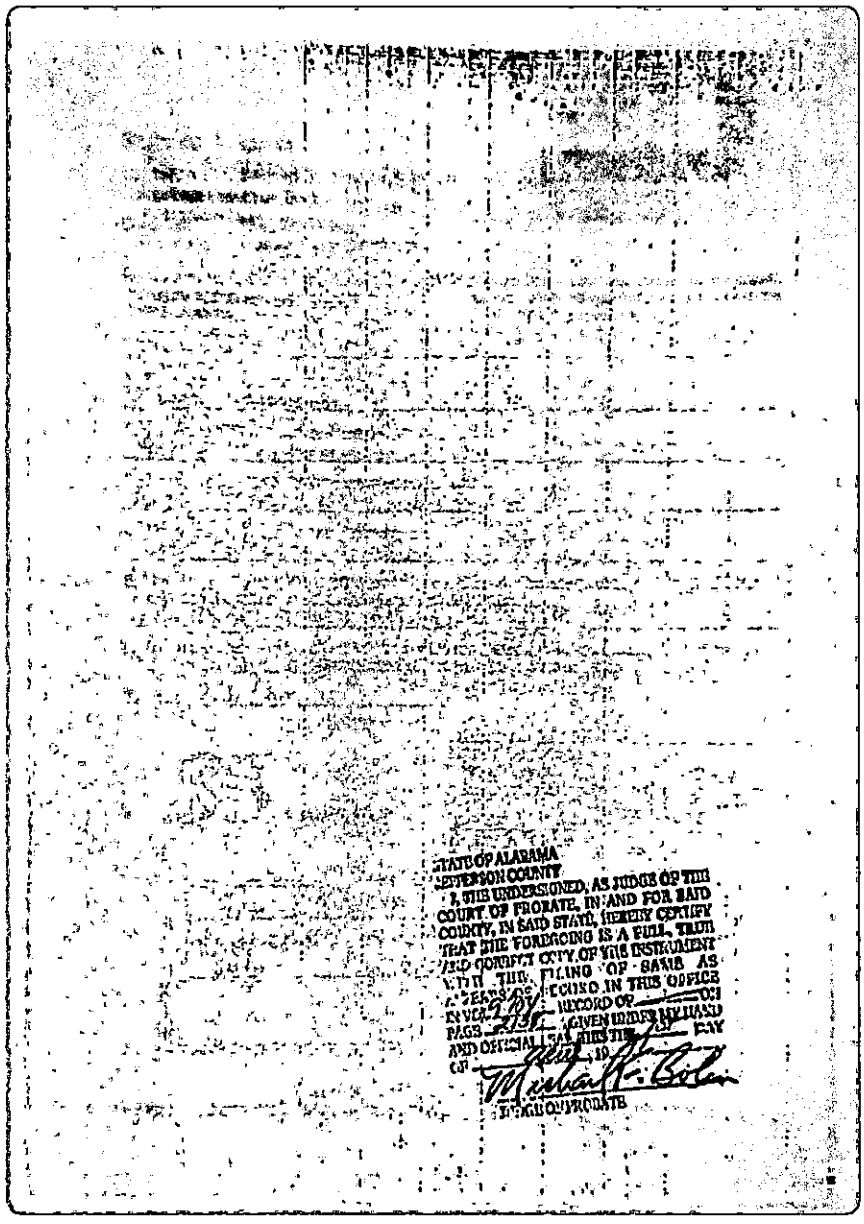
This domestic corporation name is proposed to be incorporated in Jefferson County and is for the exclusive use of Michael Trucks, P O Box 536, Fairfield, AL 35064 for a period of one hundred twenty days beginning March 10, 1997 and expiring July 9, 1997.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

March 10, 1997
Date

Jim Bennett

Jim Bennett — Secretary of State



STATE OF ALABAMA
JEFFERSON COUNTY
I, THE UNDERSIGNED, AS JUDGE OF THE COURT OF PROBATE, IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE INSTRUMENT WITH THE FILING OF SAME AS APPEARS OF RECORD IN THIS OFFICE IN VOL. 2 BY RECORD OF ON PAGE 2138 GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 1st DAY OF April, 19

Michael K. Bolin
JUDGE OF PROBATE

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/Cert. 7/31/2009 12:40 PM
TOTAL $ 15.00
1 Pages

1190525

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: ___ FOREIGN CORPORATION
✓ DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Alabama

1. The name of the corporation:
Event Concessions, Inc.

2. The name of the present registered agent:
Anthony Ruffino

3. The street address of the present registered office:
382 Laredo Dr. Birmingham, AL

4. The name of its successor registered agent:
Joe O'Brien

5. The street address (NO PO BOX) to which the registered office is to be changed (street address of registered agent and registered office must be identical):
101 Royal Pl. Pelham, AL 35124
Street Number, Street Name City, State and Zip Code

6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.

7. Date: 7/31/09

$5 Filing Fee

Event Concessions
Name of Corporation

Joe O'Brien President
Type or Print Corporate Officer's Name and Title

Signature of Officer

I, Joe O'Brien, consent to serve as registered agent to the above named corporation on this the 31 day of July, 2009.

Signature of Registered Agent

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF $5.00 TO:
SECRETARY OF STATE, CORPORATIONS DIVISION, PO BOX 5616, MONTGOMERY, ALABAMA 36103-5616

Rev. 4/2000

MINUTES OF SPECIAL MEETING OF

SHAREHOLDERS OF

EVENT CONCESSIONS, INC.

The special meeting of the Shareholders of EVENT CONCESSIONS, INC., was held on the 1st day of June, 2000, at 10:00 a.m., in the offices of said corporation.

All of the Shareholders of said Corporation were present thereby constituting a quorum to conduct business.

The Chairman called the meeting to order and after a discussion was held, and on motion duly made, the following Resolution was seconded and carried:

RESOLVED: That all of the outstanding shares of the Corporation have been transferred to Joe O'Brien and that the stock registry shall indicate said transfer.

Upon motion duly made, the following Resolution was seconded and carried:

RESOLVED, that the Concessionaire Lease Agreement in regard to SFX Entertainment, Inc. is hereby accepted and approved and Joe O'Brien is hereby authorized to enter into said agreement on behalf of the Corporation.

Upon motion duly made, the following Resolution was seconded and carried:

RESOLVED, that the actions taken by Joe O'Brien for and on behalf of the corporation, are hereby approved, ratified and adopted as if done pursuant to corporate authorization.

There being no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned.

Dated this 1st day of June, 2000.

Secretary

Date: 7/7/2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Robert Bonezzi

Date: 7/17/2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Robert Bonezzi

Date: 6 - 1 - 2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Michael S. Trucks

Date: July 17 2000

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Anthony Ruffino

Date:_____

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Gary Weihberger

Date: _____

I hereby resign as an Officer and Director of EVENT CONCESSIONS, INC., effective June 1, 2000.

Henry H. Cobb, Jr.

Henry H. Cobb, Jr.

List of Current Members

The following individuals are the only members of: EVENT CONCESSIONS INC

NAME: Patrick T O'Brien, II TITLE: President 205-586-0933

NAME: Jeffrey H Hopping, JR TITLE: Treasurer 205-641-3847

NAME: Chas F Langley TITLE: Secretary 601-954-3855

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

Patrick O'Brien, II
PRINTED NAME OF MEMBER

Patrick O'Brien II
SIGNATURE OF MEMBER

2-5-26
DATE

MINUTES OF SPECIAL MEETING OF

SHAREHOLDERSS OF

EVENT CONCESSIONS, INC.

The special called meeting of the Shareholders of EVENT CONCESSIONS, INC. was held on the 14th day of October, 2023, at 10:00 AM, at 355 Hwy 361, Pelham, Alabama.

All of the Shareholders of said Corporation were present thereby constituting a quorum to conduct business.

The Chairman called the meeting to order and after discussion was held and a motion duly made, the following Resolutions were seconded and carried:

RESOLVED: That the Corporation accepts and approves the sale of 240 shares of the corporation to Jeff Hopping, Jr and 240 shares of the corporation to Chad Langley under the terms of the executed Stock Purchase agreements and the subsequent transfer of shares from Joe O'Brien to both parties.

Upon motion duly made, the following resolution was seconded and carried:

RESOLVED: That Jeff Hopping, Jr. and Chad Langley, be and hereby are elected to the Board of Directors of the Corporation.

Upon motion duly made, the following Resolution was seconded and carried: RESOLVED, that the actions taken by Joe O'Brien, Jeff Hopping, Jr and Chad Langley, for and on behalf of the corporation, are hereby approved, ratified and adopted as if don pursuant to corporate authorization.

There being no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned.

Dated this the 14th day of October, 2023.

Secretary

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
MEMPHIS TN 37501

DATE OF THIS NOTICE: 04-26-97
NUMBER OF THIS NOTICE: CP 575 A
EMPLOYER IDENTIFICATION NUMBER: 72-1362640
FORM: SS-4

FOR ASSISTANCE CALL US AT:
1-800-829-1040

EVENT CONCESSIONS INC
382 LAREDO DRIVE
BIRMINGHAM AL 35226-2365

OR WRITE TO THE ADDRESS SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 72-1362640. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you're required to deposit for employment taxes (Forms 941, 943, 948, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Based on the information shown on your Form SS-4, you must file the following form(s) by the date we show.

Form 941	07/31/97
Form 940	01/31/98

If the due date has passed please complete the form and send it to us by 07-11-97. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

Thank you for your cooperation.

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EVENT CONCESSIONS INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	5800 10705	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 71111

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

355 HIGHWAY 361 PELHAM AL 35124-6109

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.

☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes	☐ Convenience/Grocery Store ☐ Hotel ☐ Liquor/Bar ☐ Package Store ☐ Restaurant ☑ Other

Type of Alcoholic Beverage Sales Requested: Check all that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ 020 - Package Store ☐ 030 - 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 ☐ 270 Brew Pub

Doing Business As Name	Proposed DBA
Event Management	Mardi Gras Festival

Business Physical Address (Not a P.O. Box)	Suite	Zip
109 Conception St	Mobile, AL	36602

Business Contact Representative Name	Title	Phone	Email
Holli Dalton	Rep.	[redacted]	[redacted]

Building Square Footage	Parking Spaces Provided	Parking Spaces Required	Seating Capacity	Zoning	Flood Zone
Mardi Gras Festival	n/a	n/a	n/a	TS-2	Yes

Comments
★ The site is exempt from the parking requirements of the Downtown Development District

Print Name	Signature	Date
Samara Valley	Samara Valley	5/3/2021

Planning 07/2020

EVENTS

City of Mobile Event Services Division
48 North Sage Avenue
Mobile, AL 36607

Wednesday, May 6, 2026

ABC Board
Attention: Sandy Durham
5832 Highway 90 West
Theodore, AL 36582

To Whom It May Concern:

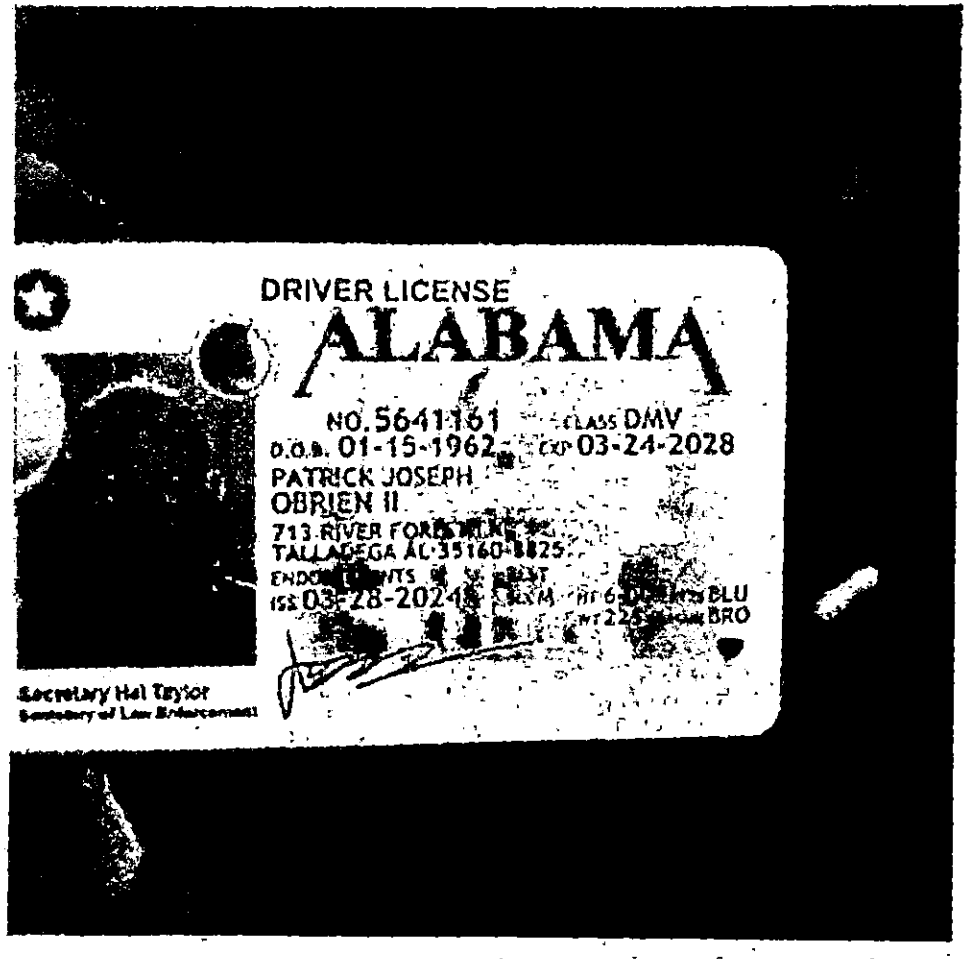
The City of Mobile Event Services Division understands that the Event Concessions, Inc. has applied for a Special Events License with the ABC Board for The Lemon Drop Festival, occurring on June 13, 2026, from 09:00 am until 08:00 pm at Mardi Gras Park, located at 109 Government Street, Mobile, AL 36602. Please allow this to serve as confirmation from the City of Mobile that this event has been permitted to take place as listed.

Sincerely,

Kati Wigfield

Kati Wigfield
Event Services Coordinator
Event Services Division
City of Mobile

MISSISSIPPI
DRIVER LICENSE
LANGLEY
CHAD FOREST
B00282480
11/14/2033
11/14/1973


DRIVER LICENSE
ALABAMA
NO. 5641161
CLASS DMV
D.O.B. 01-15-1962
EXP 03-24-2028
PATRICK JOSEPH
OBRIEN II
713 RIVER FOREST
TALLADEGA AL 35160-8825
ISS 03-28-2024
BLU
BRO
Secretary Hal Taylor


COMMERCIAL DRIVER LICENSE
ALABAMA

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **2602 WEALTHY STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2602 WEALTHY STREET** described as:

LOT 118 PARADISE PARK UNIT 3 MBK 6/544 #SEC 44 T4S R1W #MP29 02 44 0 008

Parcel Number: 29 02 44 0 008 415

Last Assessed to: EARL-LEWIS MONIQUE T

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

May 8, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 19, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2602 WEALTHY STREET.** OWNED BY OR MAY HAVE AN INTEREST: **EARL-LEWIS MONIQUE T** 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 0 008 415
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOT 118 PARADISE PARK UNIT 3 MBK 6/544 #SEC 44 T4S R1W #MP29 02 44 0 008

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

2602 WEALTHY 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 1-12-26

Notes 3-0-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/17/2026

Property Address: 2602 Wealthy Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


MAY 08 2026 08:41


MAY 08 2026 08:41


MAY 08 2026 08:43


MAY 08 2026 08:41


MAY 08 2026 08:41


MAY 08 2026 08:41


MAY 08 2026 08:42


MAY 08 2026 08:42


MAY 08 2026 08:42

Affidavit of Mailed Notice

May 8, 2026

State of Alabama
County of Mobile

Subject Property – 2602 Wealthy Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** 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

Monique T. Earl-Davis
2602 Wealthy Street
Mobile AL 36617-1925

March 12, 2026

RE: 2602 Wealthy Street
Project Number: ME-013-26

Dear Monique T. Earl-Davis:

On March 17, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2602 Wealthy Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 118 PARADISE PARK UNIT 3 MBK 6/544 #SEC 44 T4S R1W #MP29 02 44 0 008

Parcel Number: 29 02 44 0 008 415

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 **May 9,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 9, 2026,** provide the Code Official with a work plan to accomplish the repairs by **May 9, 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 **May 9, 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 19, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2602 Wealthy Street Date: March 2, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 25, 2026

Per the Title Report, the owner is: Monique T. Earl-Davis

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Monique T. Earl-Davis 2602 Wealthy St Mobile AL 36617-1925	Owner – subject/location address – Phone numbers on Lexis are from 2017 but maybe good contact. 470-639-0703 and 404-438-5139
2	Monique T. Earl-Davis PO Box 93166 Atlanta GA 30377-0166	LexisNexis address good 1/2026 – Revenue Commission website mailing address good 2023 – 2026.
3	Monique T. Earl-Davis 285 Centennial Olympic Park Dr NW Unit 602 Atlanta GA 30313-1834	LexisNexis address good 8/2025
4	Monique T. Earl-Davis 2647 Wealthy St Mobile AL 36617-1930	Revenue Commission mailing address good 2011 – 2022.

TAX STATUS: 2025 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Monique T. Earl-Davis, adopted 6/14/2022, recorded 12/5/2022, instrument number 2022074993.

Weed Lien – City of Mobile vs Monique T. Earl-Davis, adopted 12/09/2025, recorded 1/13/2026, instrument number 2026001973

Open Mortgages

5	Regions Bank 1900 5th Ave N Ste 2264 Birmingham AL 35203-2670	Mortgage from Martha Geneva Davis with no release – AmSouth Bank which merged into Regions and PNC Banks. Phone number 205-326-5300
6	PNC Bank PO Box 8807 Dayton OH 45401-8807	Phone number 251-432-2097

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **507 CHIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 8, 9 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 **507 CHIN STREET** described as:

LOT 5 BLK 2 EAST HIGHLANDS DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 190

Last Assessed to: HODGES JONNI MAE

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

May 8, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 19, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **507 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **HODGES JONNI MAE** 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 0 003 190
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: LOT 5 BLK 2 EAST HIGHLANDS DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003

GJ/md

Affidavit of Mailed Notice

May 8, 2026

State of Alabama
County of Mobile

Subject Property – 507 Chin Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **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
NOTICE
MAY 08 2026 08:56


MAY 08 2026 08:56


NOTICE
MAY 08 2026 08:56


MAY 08 2026 08:57

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

507 CHIN STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03/17/2026	Comments	

Property Score			
Score	90	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5-14-26

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2026

Property Address: 507 Chin 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.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Theresa Henderson
507 Chin Street
Mobile AL 36610-3533

March 26, 2026

RE: 507 Chin Street
Project Number: ME-024-26

Dear Theresa Henderson:

On March 25, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 507 Chin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 5 BLK 2 EAST HIGHLANDS DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 190

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 **May 10,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 10, 2026,** provide the Code Official with a work plan to accomplish the repairs by **May 10, 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 **May 10, 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 19, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **507 Chin Street - RUSH** Date: March 18, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 17, 2026

Per the Title Report, the owner is: Reginald Henderson and Taeresa (misspelled) Henderson
Unknown Interest: Dorothy Eaton, Joyce Smith and Robert Arthur
Tax Deed Interest: Jonni Mae Hodges (since 2004)

Notes: Reginald Henderson died 8/12/2001, leaving the property to Taeresa aka Theresa Henderson. There is also a Lis Pendens for Civil case CV-01-000521-51 disputing ownership in 507 Chin Street. The Lis Pendens lists Dorothy Eaton, Joyce Smith and Robert Arthur. I was only able to locate Dorothy Eaton and Robert Arthur which are both in their 80's. I listed a relative to make sure they are notified. There is a tax deed to Jonni Mae Hodges from 2004 until 2026. Jonni Mae Hodges has not filed with the courts for ownership. She is, however, listed as the owner of record with the Revenue Commissioner's Office. Jonni Mae Hodges has not paid the property taxes since 2019. There is a tax lien against the property from Barja Wilson from 2020 until 2024. I spoke with Theresa Henderson Howze on March 3/20/2026. She said she is the daughter of Reginald and is the only living owner. She knows about Lis Penden and the case against the property but advised that all are deceased. I did not find them deceased as of Lexisnexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Theresa Henderson 507 Chin St Mobile AL 36610-3533	Owner – LexisNexis address good 2005 – Phone number is 251-327-1522 good 2/1/2026. Subject/location address
2	Theresa Henderson 1251 Belle Wood Dr W Mobile AL 36618-2007	LexisNexis address good 11/2024
3	Theresa Henderson 210 Chieftain Way Mobile AL 36611-2710	LexisNexis address good 2/2026

4	Dorothy Eaton 2622 Gold Ave Mobile AL 36617-1911	Civil case CV-01-00521.51 recorded 5/18/2001 – unknown interest of property. Phone number 251-456-5289, 251-689-0327 good 2026
5	Dorothy Eaton c/o Kercenia E Lee 1901 Oates Ave Mobile AL 36612-1641	Daughter of Dorothy Eaton per LexisNexis – Phone number 251-457-0329.
6	Robert Arthur c/o Richard Dewayne Arthur, Jr. 1000 Lenox Park Place Apt 1726 Gainesville GA 30507-1718	Son of Robert Arthur per LexisNexis – Phone number 404-313-7417, 404-990-9721 and 404-272-4583 good 2026

TAX STATUS: TAXES FOR 2025 ARE DELINQUENT AND WILL GO TO TAX LIEN SALE IN MAY 2026 IF NOT PAID

7	Jonni Mae Hodges 9 Grant Ave Cliffside Park, NJ 07010-3106	Tax Deed 52588 Recorded 10/9/2007 – Phone number 2/1/2026
8	Barja Wilson 1000 Old Shell Rd Mobile AL 36604-2617	Tax Lien Holder from 2020 to 2024 – Phone number 251-432-0277, 251-709-0412, 251-545-1518 good 2026
9	Barja Wilson 1218 Elmira St Apt C Mobile AL 36604-2348	LexisNexis address good 2/2026 – Also verified with Revenue Commission on 3/19/2026.

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **509 CHIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **509 CHIN STREET** described as:

LOTS 1, 2, 3, & 4 BLOCK 2 EAST HIGHLANDS SUBDIVISION
DBK 156 PG 594

Parcel Number: 29 02 44 0 003 189

Last Assessed to: BAAQEE TERRY A

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***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

May 8, 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, May 19, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **509 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BAAQEE TERRY A** 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 0 003 189
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: LOTS 1, 2, 3, & 4 BLOCK 2 EAST HIGHLANDS SUBDIVISION DBK 156 PG 594

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

509 CHIN STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03/17/2026	Comments	

Property Score			
Score	90	Score Description	DEMO

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2026

Property Address: 509 Chin 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.


MAY 08 2026 08:57


MAY 08 2026 08:57


MAY 08 2026 08:57


MAY 08 2026 08:57


MAY 08 2026 08:58

Affidavit of Mailed Notice

May 8, 2026

State of Alabama
County of Mobile

Subject Property – 509 Chin Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7** 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

Theresa Henderson
509 Chin Street
Mobile AL 36610-3533

March 26, 2026

RE: 509 Chin Street
Project Number: ME-025-26

Dear Theresa Henderson:

On March 25, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 509 Chin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 1, 2, 3, & 4 BLOCK 2 EAST HIGHLANDS SUBDIVISION DBK 156 PG 594

Parcel Number: 29 02 44 0 003 189

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 **May 10,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 10, 2026,** provide the Code Official with a work plan to accomplish the repairs by **May 10, 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 **May 10, 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 19, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **509 Chin Street - RUSH** Date: March 20, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 18, 2026

Per the Title Report, the owner is: Reginald Henderson and Taeresa (misspelled) Henderson
Unknown Interest: Dorothy Eaton, Joyce Smith and Robert Arthur
Tax Deed Interest: Terry A. Baaqee

Notes: Reginald Henderson died 8/12/2001, leaving the property to Taeresa aka Theresa Henderson. There is also a Lis Pendens for Civil case CV-01-000521-51 disputing ownership in 507 Chin Street. The Lis Pendens lists Dorothy Eaton, Joyce Smith and Robert Arthur. I was only able to locate Dorothy Eaton and Robert Arthur which are both in their 80's. I listed a relative to make sure they are notified. There is a tax deed to Terry Baaqee from 2005 until 2026. Terry Baaqee has not filed quiet title with the courts for ownership. He is, however, listed as the owner of record with the Revenue Commissioner's Office. I spoke with Theresa Henderson Howze on March 3/20/2026. She said she is the daughter of Reginald and is the only living owner. She knows about Lis Penden and the case against the property but advised that all are deceased. I did not find them deceased as of Lexisnexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Theresa Henderson 509 Chin St Mobile AL 36610-3533	Owner – LexisNexis address good 2005 – Phone number is 251-327-1522 good 2/1/2026. Subject/location address
2	Theresa Henderson 1251 Belle Wood Dr W Mobile AL 36618-2007	LexisNexis address good 11/2024
3	Theresa Henderson 210 Chieftain Way Mobile AL 36611-2710	LexisNexis address good 2/2026
4	Dorothy Eaton 2622 Gold Ave Mobile AL 36617-1911	Civil case CV-01-00521.51 recorded 5/18/2001 – unknown interest of property. Phone number 251-456-5289, 251-689-0327 good 2026

5	Dorothy Eaton c/o Kercenia E Lee 1901 Oates Ave Mobile AL 36612-1641	Daughter of Dorothy Eaton per LexisNexis – Phone number 251-457-0329.
6	Robert Arthur c/o Richard Dewayne Arthur, Jr. 1000 Lenox Park Place Apt 1726 Gainesville GA 30507-1718	Son of Robert Arthur per LexisNexis – Phone number 404-313-7417, 404-990-9721 and 404-272-4583 good 2026

TAX STATUS: TAXES FOR 2025 ARE DELINQUENT AND WILL GO TO TAX LIEN SALE IN MAY 2026 IF NOT PAID

7	Terry Baqee 1911 Jones Ave Mobile AL 36617-2937	Tax Deed 51206 recorded 10/28/2005 – 5866-1610 from 2005 until 2026 – Not quiet Titled – Revenue Commission website mailing address good 2025-2026 – Phone numbers are 251-327-9732, 205-685-9047 good 2026

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **1332 CONGRESS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 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 **1332 CONGRESS STREET** described as:

LOT 9 SQR 29 OLD MILITARY CAMP GROUND TRT SAID LOT BEING ON N/S OF CONGRESS ST BEG AT PT 130 FT E OF NE COR OF CONGRESS & RYLAND ST TH RUN ELY ALG N/L OF CONGRESS ST 45 FT TO PT FOR FRONT OF SAID LOT TH NLY & PAR WITH RYLAND ST 105 FT TO PT TH WLY & PAR WITH CONGRESS ST 45 FT TO PT TH SLY & PAR WITH RYLAND ST 103 FT TO CONGRESS ST POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 133

Last Assessed to: TAYLOR NELSIE & STELLA E

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

May 8, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 19, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1332 CONGRESS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **TAYLOR NELSIE & STELLA E** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 007 133
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: LOT 9 SQR 29 OLD MILITARY CAMP GROUND TRT SAID LOT BEING ON N/S OF CONGRESS ST BEG AT PT 130 FT E OF NE COR OF CONGRESS & RYLAND ST TH RUN ELY ALG N/L OF CONGRESS ST 45 FT TO PT FOR FRONT OF SAID LOT TH NLY & PAR WITH RYLAND ST 105 FT TO PT TH WLY & PAR WITH CONGRESS ST 45 FT TO PT TH SLY & PAR WITH RYLAND ST 103 FT TO CONGRESS ST POB #SEC 40 T4S R1W #MP29 06 40 0 007

GJ/md

CARLOWLT

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

1332 CONGRESS STREET

Property Details			
Parcel Key		Local Historic Registry	N CAMPGROUND
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	02/19/2026	Comments	

Property Score			
Score	83	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-2-26

Note 5 to 0 for Demolition G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/17/2026

Property Address: 1332 Congress 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

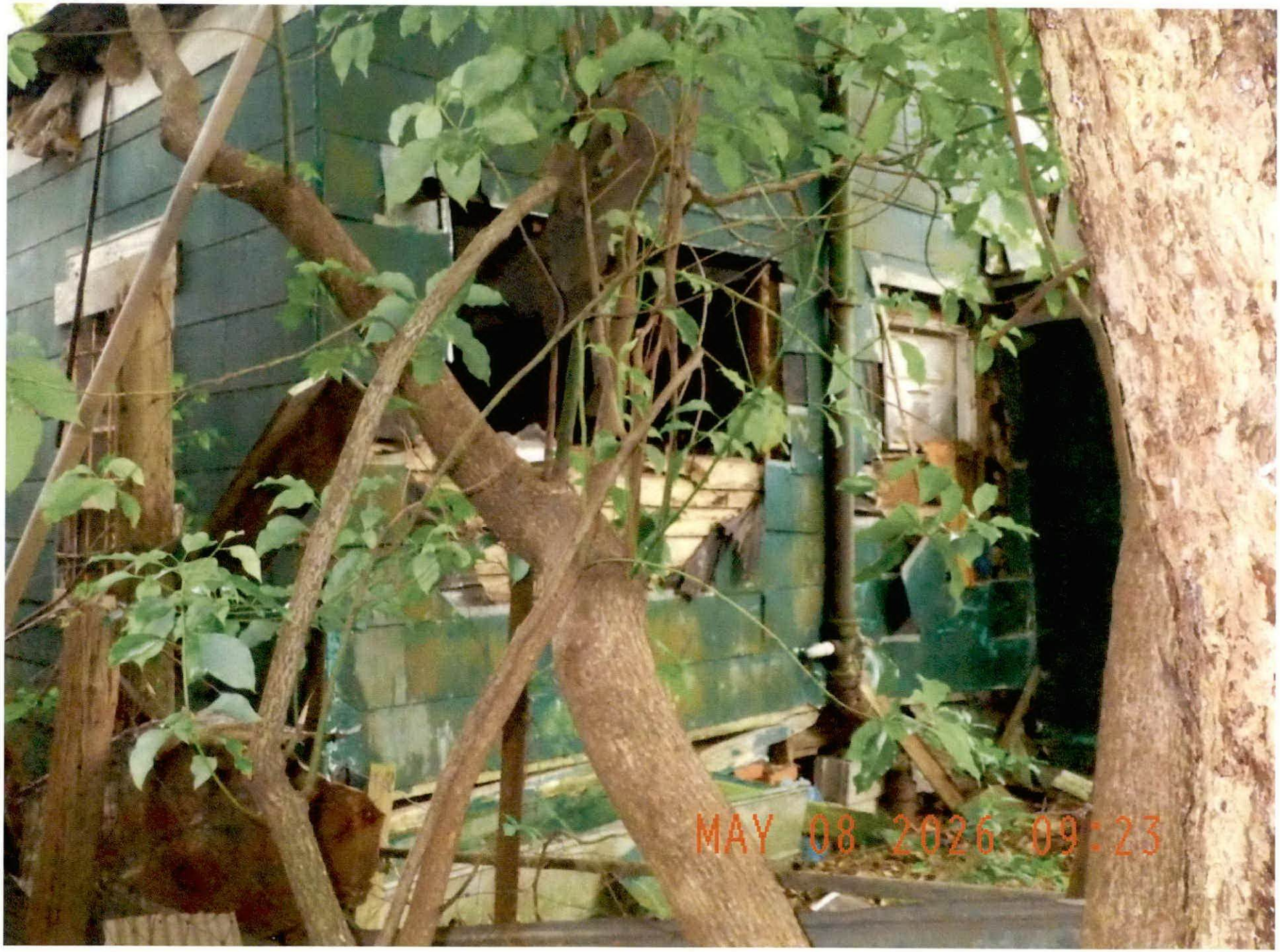
☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒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.


FOR SALE
251-401-2766
MAY 08 2026 09:20


FOR SALE
251-401-2766
MAY 08 2026 09:20


MAY 08 2026 09:23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MAY 08 2026 09:22


ADT
MAY 08 2026 09:22


MAY 08 2026 09:23


MAY 08 2026 09:23

Affidavit of Mailed Notice

May 8, 2026

State of Alabama
County of Mobile

Subject Property – 1332 Congress Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Stella E. Taylor
1332 Congress Street
Mobile AL 36603-5415

March 12, 2026

RE: 1332 Congress Street
Project Number: ME-016-26

Dear Stella E. Taylor:

On March 17, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1332 Congress Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 9 SQR 29 OLD MILITARY CAMP GROUND TRT SAID LOT BEING ON N/S OF CONGRESS ST BEG AT PT 130 FT E OF NE COR OF CONGRESS & RYLAND ST TH RUN ELY ALG N/L OF CONGRESS ST 45 FT TO PT FOR FRONT OF SAID LOT TH NLY & PAR WITH RYLAND ST 105 FT TO PT TH WLY & PAR WITH CONGRESS ST 45 FT TO PT TH SLY & PAR WITH RYLAND ST 103 FT TO CONGRESS ST POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 133

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 **May 9,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 9, 2026,** provide the Code Official with a work plan to accomplish the repairs by **May 9, 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 **May 9, 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 19, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1332 Congress Street** Date: March 4, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 2, 2026

Per the Title Report, the owner is: Nelsie Taylor and Stella E. Taylor

Notes: Nelsie aka Nelse Taylor died 11/16/2024 leaving parcel to wife through right of survivorship in venders lien deed. Stella E. Taylor is over 70 years old and her daughter, Sandy Taylor Beverly, has paid multiple years of taxes. I listed Sandy as a contact for Stella.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Stella E. Taylor 1332 Congress St Mobile AL 36603-5415	Owner – Subject/location address – Lexis address good 2025 – Phone number 251-473-8144 good 2025
2	Stella E. Taylor 1407 Greenbriar Dr Mobile AL 36605-5234	Lexis address good 12/2025
3	Stella E. Taylor c/o Sandy Taylor Beverly 616 Shady Oaks Ln Lynn Haven FL 32444-3099	Daughter and payor of multiple years of property taxes. Phone number 321-501-2011, 251-753-2229and 334-621-9603 good 2025 Lexis address good 1/2026.

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

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 **5612 RACINE AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 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 **5612 RACINE AVENUE** described as:

LOT 3 OVERLOOK HGTS MBK 10 P 8 REVISED MBK 10 P 265 #SEC 3 T4S R2W #MP28 02 03 3 002

Parcel Number: 28 02 03 3 002 122

Last Assessed to: LOMAX ARTHUR 1/2 INT & ELIZABETH DIXON 1/2 INT C/O LOMAX ARTHUR 1/2 INT & ELIZABETH

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

May 8, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 19, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5612 RACINE AVENUE.** OWNED BY OR MAY HAVE AN INTEREST**: LOMAX ARTHUR 1/2 INT & ELIZABETH DIXON 1/2 INT C/O LOMAX ARTHUR 1/2 INT & ELIZABETH** 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 02 03 3 002 122
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: LOT 3 OVERLOOK HGTS MBK 10 P 8 REVISED MBK 10 P 265 #SEC 3 T4S R2W #MP28 02 03 3 002

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

5612 RACINE AVENUE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/24/2025	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 1-12-24

Voted 3-0-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/17/2026

Property Address: 5612 Racine Avenue **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.


MAY 08 2026 08:20


MAY 08 2026 08:20


MAY 08 2026 08:20


MAY 08 2026 08:21

Affidavit of Mailed Notice

May 8, 2026

State of Alabama
County of Mobile

Subject Property – 5612 Racine Avenue.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** 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

Arthur Lomax
5612 Racine Avenue
Mobile AL 36618-2941

March 12, 2026

RE: 5612 Racine Avenue
Project Number: ME-014-26

Dear Arthur Lomax:

On March 17, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 5612 Racine Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 3 OVERLOOK HGTS MBK 10 P 8 REVISED MBK 10 P 265 #SEC 3 T4S R2W #MP28 02 03 3 002

Parcel Number: 28 02 03 3 002 122

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 **May 9,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 9, 2026,** provide the Code Official with a work plan to accomplish the repairs by **May 9, 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 **May 9, 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 19, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **5612 Racine Avenue** Date: March 4, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 25, 2026

Per the Title Report, the owner is: Arthur Lomax, as to an undivided ½ interest, and Elizabeth P. Dixon, as to an undivided ½ interest, as tenants in common without survivorship.

Notes: Elizabeth P. Dixon is deceased as of 8/6/2025. No proof of children except LexisNexis. Obituary did not list relatives. Listing husband and possible son. Unfortunately, Elizabeth P. Dixon was killed in a house fire at this property.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Arthur Lomax 5612 Racine Ave Mobile AL 36618-2941	Location/subject address – Owner – LexisNexis address good 10/2025 – Phone number 251-229-3882 good 2026
2	Arthur Lomax 9292 Half Mile Rd Irvington AL 36544-2726	LexisNexis address good 1/2026
3	Arthur Lomax 6516 Gaslight Ln N Mobile AL 36695-3111	LexisNexis address good 4/2025
4	Eric Myree Perkins 410 E Elm St Mobile AL 36610-2403	Son of Arthur Lomax. Arthur is over 70 years old. LexisNexis address good 1/2026
5	Eric Myree Perkins 1527 Bryan Dr Los Lunas NM 87031-8837	LexisNexis address good 1/2026 – Revenue Commission mailing address good 2025-2027

TAX STATUS: EXEMPT DUE TO AGE FOR 2025

Parties with recorded liens per Title Report: NONE

Open Mortgages

6	Cendant Mortgage 3000 Leadenhall Rd Mount Laurel NJ 08054	Mortgage recorded 6/6/2000 – Loan number 0005608245 – FHA Case No. 011-4612949-703 – No release on record. Not expired on terms.

Lis Pendens: NONE

60- 2026

R E S O L U T I ON

Sponsored by: Mayor Spiro Cheriogotis

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

April 2026 FFOM – Diego R. Gomez (Emp #21020)

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

Adopted:

_____

City Clerk

Email address	andrew.sanders@cityofmobile.gov
Name of Nominee	Diego R. Gomez
Rank of Nominee	Firefighter/Fire Medic
Assignment of Nominee	Engine 22
Date of Incident	Apr 12, 2026
Incident Number	MFRDE2604120115
Type of Award being reguested	Employee of the Month
Summary of Incident / Action	On 04/12/2026, Engine 22 responded to a reported residential structure fire alongside Engine 11, Engine 26, Truck 27, and District 4. E22 arrived on scene and quickly began assisting units with fire suppression efforts. Once the fire was brought under control, the On-Duty Investigator began the investigation portion of the operation. It was quickly determined that the incident occurred within a predominantly Hispanic community, creating a significant language barrier between residents, witnesses, and fire department personnel. Recognizing the need, Firefighter Diego Gomez stepped forward and provided translation for multiple residents and witnesses. His willingness and ability to bridge the communication gap greatly reduced the potential for confusion and miscommunication between Mobile Fire Rescue and the citizens we serve. Firefighter Gomez's efforts not only supported a more efficient investigative process but also helped establish trust and rapport between the Mobile Fire-Rescue Department and the affected community. Initiative like this is nothing new for Firefighter Gomez. I have had the privilege of serving with Diego on Engine 22 since December 2025, and in that time, he has sought out and taken advantage of every training opportunity available. He is a highly motivated firefighter who takes pride in his craft, approaching every shift with a strong work ethic and a genuine desire to deepen his knowledge of the fire service.
Name of Originator	Andrew Sanders
Rank of Originator	Captain
Assignment of Originator	Engine 22

FIREFIGHTER

OF THE MONTH

Diego R. Gomez

The Mobile Fire-Rescue Department (MFRD) is proud to honor Firefighter Diego R. Gomez as the Firefighter of the Month for April 2026 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

April 2026

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL	BARRY N. GLISSON	SPIRO CHERIOGOTIS
PRESIDENT, MOBILE CITY COUNCIL	FIRE CHIEF	MAYOR, CITY OF MOBILE

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

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$500.00*** *to* ***Huntleigh Woods Community Club****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Huntleigh Woods Community Club****,* 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 ***Huntleigh Woods Community Club****,* will be used to *assist with the maintenance and improvement of the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00*** *to* ***Huntleigh Woods Community Club****,* 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

C#5781

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2026 CIP Resurfacing City Council District 6; COM Project# 2026-3005-02

PROJECT #: RSF26D6 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: $3,080,643.80

VENDOR NAME: HCL Contracting, LLC.

VENDOR NUMBER: 290702

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X__ N X__; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 5/8/2026

Revised 3/8/2022 Tiffany Hollins

2026

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Councilman Josh Woods

WHEREAS, bids for street resurfacing for district 6 were received and opened on April 15,2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from HCL Contracting, LLC., contract in the amount of $3,080,643.80.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by HCL Contracting, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: HCL Contracting, LLC.

Project Name: 2026 CIP Resurfacing City Council District 6

Project Number: 2026-3005-02

Amount: $3,080,643.80

Adopted:

_____

City Clerk

ORIGINAL
1

MOBILE
ALABAMA

2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

PROJECT NO. 2026-3005-02

BID DATE – APRIL 15, 2026

3/16/2026

ALABAMA LICENSED NO. 21807 PROFESSIONAL ENGINEER LARRY C. DORSEY

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **APRIL 15, 2026,** and then publicly opened publicly opened and read in the Multi-Purpose Room, 1st Floor, for constructing:

Project No:	**2026-3005-02**
Project:	**2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6**
Project Description:	**Asphalt milling, asphalt overlaying, road repairs, striping & markings, concrete**

Plans and contract documents (digital files on flash drives) may be obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of fifty dollars ($50.00), non-refundable. Upon requests, hard copies of the plans and contract documents can be made for a payment of $200. This $200 deposit shall be refunded in full to each prime Contractor Bidder upon return of the hard copies in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts. Any questions concerning the plans or contract documents should be addressed to the Engineer of Record **(Dorsey & Dorsey Engineering, Inc., 251-605-2023 or larry.dorsey@dorsey-dorsey.com)**.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on **April 13, 2026.**

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on April 8, 2026, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or proposal attached, and unless all papers attached hereto are returned with the bid and the proposal sheet attached.

Bidders are advised to review the bid documents carefully and thoroughly 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.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2026 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6**, City of Mobile Project No. **2026-3005-02**, in the City of Mobile, Alabama". **BIDS SHALL BE SINGLE SIDED ONLY.**

PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:

PLEASE PUBLISH IN THE ISSUES MARCH 18TH, MARCH 25TH, AND APRIL 1ST, 2026.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President," "Secretary," "Agent," or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules, and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside "Bid for completion of **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6**, City of Mobile Project No. **2026-3005-02**, 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 be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other documents pertaining to the work, which will be open to their inspection. Failure to do so

will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items," so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours' notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4-13-26

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 ENGINEER, as well as the premises

Project Name: 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6
Project No: 2026-3005-02
Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings, concrete
Major work items include: Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **120 working** days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the **State of Alabama Highway Department Standard Specifications for Highway Construction, 2026 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 City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **MARCH 13, 2026**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

The following sheets showing the Bid List Items are only to see a hard copy of the Bid items. Use the Excel Spreadsheet, replace these sheets, and submit the hard copy sheets generated by Excel spreadsheet for the actual proposal. If there are any discrepancies with this hard copy and the Excel generated hard copy, the Excel sheets override.

City of Mobile Project No. 2026-3005-02 (Area 1 -Kimberlin)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	200	$5.92	Five Dollars and Ninety Two Cents	$1,184.00
206-D2	Removing Curb And Gutter All Types (Incl Sawcutting)	LF	300	$38.93	Thirty Eight Dollars and Ninety Three Cents	$11,679.00
206-E2	Removal of Inlet Top - (All Types)	EA	4	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$2,224.80
206-E4	Remove Concrete Inlet Throats	EA	4	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$2,224.80
210-A	Unclassified Excavation (Truck Bed Measure)	CY	50	$17.59	Seventeen Dollars and Fifty Nine Cents	$879.50
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	$13.10	Thirteen Dollars and Ten Cents	$1,310.00
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	250	$0.01	No Dollars and One Cent	$2.50
408-A1	Planing (Milling) of Existing Pavement, 1" Thick	SY	28710	$0.66	No Dollars and Sixty Six Cents	$18,948.60
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2370	$114.26	One Hundred Fourteen Dollars and Twenty Six Cents	$270,796.20
534-D	Cleaning Existing Inlet	EA	2	$183.55	One Hundred Eighty Three Dollars and Fifty Five Cents	$367.10
600-A	Mobilization	LS	1	$6,939.12	Six Thousand Nine Hundred Thirty Nine Dollars and Twelve Cents	$6,939.12
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
620-A	Minor Structure Concrete	CY	2	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$6,674.34
621-C2	Inlet, Replace Top (S-Inlet) top only	EA	4	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$6,674.36
621-C3	Inlet, Replace Top (S-Inlet) w/Throat	EA	4	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$6,674.36
623-B1	Concrete Curb (Match in Kind)	LF	300	$44.50	Forty Four Dollars and Fifty Cents	$13,350.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	$108.21	One Hundred Eight Dollars and Twenty One Cents	$541.05
652-A	Seeding	ACRE	0.5	$1,146.74	One Thousand One Hundred Forty Six Dollars and Seventy Four Cents	$573.37

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
654-A	Solid Sodding (Match Existing)	SY	4700	$5.76	Five Dollars and Seventy Six Cents	$27,072.00
665--J	Silt Fence	LF	100	$4.65	Four Dollars and Sixty Five Cents	$465.00
665-O	Silt Fence Removal	LF	100	$1.34	One Dollar and Thirty Four Cents	$134.00
665-Q	Wattles	LF	50	$5.92	Five Dollars and Ninety Two Cents	$296.00
674-A	Construction Safety Fence	LF	100	$3.00	Three Dollars and No Cents	$300.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$5.01	Five Dollars and One Cent	$1,002.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$15,000.00	Fifteen Thousand Dollars and No Cents	$15,000.00

KIMBERLIN Subtotal	$401,702.77

City of Mobile Project No. 2026-3005-02 (Area 2 -Carrington)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	100	$5.92	Five Dollars and Ninety Two Cents	$592.00
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	176	$44.50	Forty Four Dollars and Fifty Cents	$7,832.00
206-D2	Removing Curb And Gutter All Types (Incl Sawcutting)	LF	200	$38.93	Thirty Eight Dollars and Ninety Three Cents	$7,786.00
206-E2	Removal of Inlet Top - (All Types)	EA	4	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$2,224.80
206-E4	Remove Concrete Inlet Throats	EA	1	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$556.20
210-A	Unclassified Excavation (Truck Bed Measure)	CY	150	$17.59	Seventeen Dollars and Fifty Nine Cents	$2,638.50
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	$18.74	Eighteen Dollars and Seventy Four Cents	$1,874.00
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	50	$0.01	No Dollars and One Cent	$0.50
408-A1	Planing (Milling) of Existing Pavement, 1" Thick	SY	40570	$0.64	No Dollars and Sixty Four Cents	$25,964.80
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	3350	$114.78	One Hundred Fourteen Dollars and Seventy Eight Cents	$384,513.00
534-D	Cleaning Existing Inlet	EA	5	$183.54	One Hundred Eighty Three Dollars and Fifty Four Cents	$917.70
600-A	Mobilization	LS	1	$8,963.76	Eight Thousand Nine Hundred Sixty Three Dollars and Seventy Six Cents	$8,963.76
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	150	$116.80	One Hundred Sixteen Dollars and Eighty Cents	$17,520.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	100	$127.92	One Hundred Twenty Seven Dollars and Ninety Two Cents	$12,792.00
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
618-D2	Handicap Ramp, Type 3C	EA	6	$2,780.98	Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents	$16,685.88
618-D3	Handicap Ramp, Type 1B	EA	1	$2,002.30	Two Thousand Two Dollars and Thirty Cents	$2,002.30
618-D4	Handicap Ramp, Type 4	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
618-E	Truncated Dome Insert, New Construction	EA	8	$333.72	Three Hundred Thirty Three Dollars and Seventy Two Cents	$2,669.76
620-A	Minor Structure Concrete	CY	2	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$6,674.34
621-C2	Inlet, Replace Top (S-Inlet) top only	EA	2	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$3,337.18
621-C3	Inlet, Replace Top (S-Inlet) w/Throat	EA	2	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$3,337.18
623-B1	Concrete Curb (Match in Kind)	LF	300	$44.50	Forty Four Dollars and Fifty Cents	$13,350.00
623-C	Combination Curb and Gutter	LF	280	$44.50	Forty Four Dollars and Fifty Cents	$12,460.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	$99.31	Ninety Nine Dollars and Thirty One Cents	$496.55
652-A	Seeding	ACRE	0.5	$1,146.74	One Thousand One Hundred Forty Six Dollars and Seventy Four Cents	$573.37
654-A	Solid Sodding (Match Existing)	SY	200	$5.76	Five Dollars and Seventy Six Cents	$1,152.00
665--J	Silt Fence	LF	100	$4.65	Four Dollars and Sixty Five Cents	$465.00
665-O	Silt Fence Removal	LF	100	$1.34	One Dollar and Thirty Four Cents	$134.00
665-Q	Wattles	LF	50	$5.92	Five Dollars and Ninety Two Cents	$296.00
674-A	Construction Safety Fence	LF	100	$3.00	Three Dollars and No Cents	$300.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$5.01	Five Dollars and One Cent	$1,002.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00

CARRINGTON Subtotal	$572,170.08

City of Mobile Project No. 2026-3005-02 (Area 3 -Windmill)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	100	$5.92	Five Dollars and Ninety Two Cents	$592.00
206-D2	Removing Curb And Gutter All Types (Incl Sawcutting)	LF	200	$38.93	Thirty Eight Dollars and Ninety Three Cents	$7,786.00
408-A1	Planing (Milling) of Existing Pavement, 1" Thick	SY	7290	$0.64	No Dollars and Sixty Four Cents	$4,665.60
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	630	$115.09	One Hundred Fifteen Dollars and Nine Cents	$72,506.70
534-D	Cleaning Existing Inlet	EA	4	$183.55	One Hundred Eighty Three Dollars and Fifty Five Cents	$734.20
600-A	Mobilization	LS	1	$3,506.55	Three Thousand Five Hundred Six Dollars and Fifty Five Cents	$3,506.55
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
620-A	Minor Structure Concrete	CY	2	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$6,674.34
623-B1	Concrete Curb (Match in Kind)	LF	200	$44.50	Forty Four Dollars and Fifty Cents	$8,900.00
674-A	Construction Safety Fence	LF	100	$2.77	Two Dollars and Seventy Seven Cents	$277.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$5.01	Five Dollars and One Cent	$501.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00

WINDMILL Subtotal	$122,534.06

City of Mobile Project No. 2026-3005-02 (Area 4 -Cottage Estates)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	100	$5.92	Five Dollars and Ninety Two Cents	$592.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	50	$17.59	Seventeen Dollars and Fifty Nine Cents	$879.50
210-D	Borrowed Excavation (Truck Bed Measure)	CY	25	$20.08	Twenty Dollars and Eight Cents	$502.00
408-A1	Planing (Milling) of Existing Pavement, 1" Thick	SY	14100	$0.64	No Dollars and Sixty Four Cents	$9,024.00
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1160	$115.21	One Hundred Fifteen Dollars and Twenty One Cents	$133,643.60
600-A	Mobilization	LS	1	$2,950.35	Two Thousand Nine Hundred Fifty Dollars and Thirty Five Cents	$2,950.35
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
620-A	Minor Structure Concrete	CY	2	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$6,674.34
654-A	Solid Sodding (Match Existing)	SY	2300	$5.76	Five Dollars and Seventy Six Cents	$13,248.00
674-A	Construction Safety Fence	LF	100	$3.00	Three Dollars and No Cents	$300.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$5.01	Five Dollars and One Cent	$501.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00

COTTAGE ESTATES Subtotal	**$184,705.46**

City of Mobile Project No. 2026-3005-02 (Area 5 -Lynndell)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	150	$5.26	Five Dollars and Twenty Six Cents	$789.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	150	$17.59	Seventeen Dollars and Fifty Nine Cents	$2,638.50
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	$20.08	Twenty Dollars and Eight Cents	$2,008.00
301-A	Crushed Aggregate Base Course, Type B, 8" Thick	SY	160	$0.01	No Dollars and One Cent	$1.60
408-A1	Planing (Milling) of Existing Pavement, 1" Thick	SY	6480	$0.65	No Dollars and Sixty Five Cents	$4,212.00
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	530	$115.21	One Hundred Fifteen Dollars and Twenty One Cents	$61,061.30
600-A	Mobilization	LS	1	$6,519.68	Six Thousand Five Hundred Nineteen Dollars and Sixty Eight Cents	$6,519.68
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
620-A	Minor Structure Concrete	CY	3	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$10,011.51
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	$108.21	One Hundred Eight Dollars and Twenty One Cents	$541.05
654-A	Solid Sodding (Match Existing)	SY	1200	$5.76	Five Dollars and Seventy Six Cents	$6,912.00
674-A	Construction Safety Fence	LF	200	$3.00	Three Dollars and No Cents	$600.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$5.01	Five Dollars and One Cent	$501.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$15,000.00	Fifteen Thousand Dollars and No Cents	$15,000.00

LYNNDELL Subtotal	**$117,186.31**

City of Mobile Project No. 2026-3005-02 (Area 6 - Lighter Woods)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	100	$3.95	Three Dollars and Ninety Five Cents	$395.00
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	310	$44.50	Forty Four Dollars and Fifty Cents	$13,795.00
206-D2	Removing Curb And Gutter All Types (Incl Sawcutting)	LF	360	$38.93	Thirty Eight Dollars and Ninety Three Cents	$14,014.80
206-E2	Removal of Inlet Top - (All Types)	EA	6	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$3,337.20
206-E4	Remove Concrete Inlet Throats	EA	1	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$556.20
210-A	Unclassified Excavation (Truck Bed Measure)	CY	150	$5.44	Five Dollars and Forty Four Cents	$816.00
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	$18.74	Eighteen Dollars and Seventy Four Cents	$1,874.00
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	100	$0.01	No Dollars and One Cent	$1.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	26800	$0.65	No Dollars and Sixty Five Cents	$17,420.00
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2210	$115.21	One Hundred Fifteen Dollars and Twenty One Cents	$254,614.10
534-D	Cleaning Existing Inlet	EA	10	$183.54	One Hundred Eighty Three Dollars and Fifty Four Cents	$1,835.40
600-A	Mobilization	LS	1	$13,724.70	Thirteen Thousand Seven Hundred Twenty Four Dollars and Seventy Cents	$13,724.70
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	250	$116.80	One Hundred Sixteen Dollars and Eighty Cents	$29,200.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	100	$127.92	One Hundred Twenty Seven Dollars and Ninety Two Cents	$12,792.00
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
618-D2	Handicap Ramp, Type 3C	EA	20	$2,780.98	Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents	$55,619.60
618-D3	Handicap Ramp, Type 1B	EA	1	$2,002.30	Two Thousand Two Dollars and Thirty Cents	$2,002.30
618-D4	Handicap Ramp, Type 4	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
618-E	Truncated Dome Insert, New Construction	EA	22	$333.72	Three Hundred Thirty Three Dollars and Seventy Two Cents	$7,341.84
620-A	Minor Structure Concrete	CY	2	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$6,674.34
621-C2	Inlet, Replace Top (S-Inlet) top only	EA	6	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$10,011.54
621-C3	Inlet, Replace Top (S-Inlet) w/Throat	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59
623-B1	Concrete Curb (Match in Kind)	LF	300	$44.50	Forty Four Dollars and Fifty Cents	$13,350.00
623-C	Combination Curb and Gutter	LF	260	$44.50	Forty Four Dollars and Fifty Cents	$11,570.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	$99.31	Ninety Nine Dollars and Thirty One Cents	$496.55
652-A	Seeding	ACRE	0.5	$1,146.74	One Thousand One Hundred Forty Six Dollars and Seventy Four Cents	$573.37
654-A	Solid Sodding (Match Existing)	SY	1210	$5.76	Five Dollars and Seventy Six Cents	$6,969.60
665--J	Silt Fence	LF	100	$4.65	Four Dollars and Sixty Five Cents	$465.00
665-O	Silt Fence Removal	LF	100	$1.34	One Dollar and Thirty Four Cents	$134.00
665-Q	Wattles	LF	100	$5.92	Five Dollars and Ninety Two Cents	$592.00
674-A	Construction Safety Fence	LF	100	$3.00	Three Dollars and No Cents	$300.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$5.01	Five Dollars and One Cent	$1,002.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00

LIGHTER WOODS Subtotal	**$516,205.39**

City of Mobile Project No. 2026-3005-02 (Area 7 - Hillcrest Xing)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No.	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	100	$3.95	Three Dollars and Ninety Five Cents	$395.00
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	45	$44.50	Forty Four Dollars and Fifty Cents	$2,002.50
206-D2	Removing Curb And Gutter All Types (Incl Sawcutting)	LF	50	$38.93	Thirty Eight Dollars and Ninety Three Cents	$1,946.50
210-A	Unclassified Excavation (Truck Bed Measure)	CY	100	$17.59	Seventeen Dollars and Fifty Nine Cents	$1,759.00
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	$20.08	Twenty Dollars and Eight Cents	$2,008.00
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	1960	$0.01	No Dollars and One Cent	$19.60
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	11300	$0.40	No Dollars and Forty Cents	$4,520.00
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (incl Tack Coat & Cleaning Gutters)	TON	1090	$115.80	One Hundred Fifteen Dollars and Eighty Cents	$126,222.00
534-D	Cleaning Existing Inlet	EA	4	$166.86	One Hundred Sixty Six Dollars and Eighty Six Cents	$667.44
600-A	Mobilization	LS	1	$9,430.25	Nine Thousand Four Hundred Thirty Dollars and Twenty Five Cents	$9,430.25
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	35	$116.80	One Hundred Sixteen Dollars and Eighty Cents	$4,088.00
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
618-D2	Handicap Ramp, Type 3C	EA	2	$2,780.98	Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents	$5,561.96
618-D3	Handicap Ramp, Type 1B	EA	1	$2,002.30	Two Thousand Two Dollars and Thirty Cents	$2,002.30
618-D4	Handicap Ramp, Type 4	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59
618-E	Truncated Dome Insert, New Construction	EA	4	$333.72	Three Hundred Thirty Three Dollars and Seventy Two Cents	$1,334.88
620-A	Minor Structure Concrete	CY	2	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$6,674.34
623-B1	Concrete Curb (Match in Kind)	LF	150	$44.50	Forty Four Dollars and Fifty Cents	$6,675.00

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
623-C	Combination Curb and Gutter	LF	50	$44.50	Forty Four Dollars and Fifty Cents	$2,225.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	$108.21	One Hundred Eight Dollars and Twenty One Cents	$541.05
654-A	Solid Sodding (Match Existing)	SY	150	$5.76	Five Dollars and Seventy Six Cents	$864.00
665--J	Silt Fence	LF	100	$4.65	Four Dollars and Sixty Five Cents	$465.00
665-O	Silt Fence Removal	LF	100	$1.34	One Dollar and Thirty Four Cents	$134.00
665-Q	Wattles	LF	100	$5.92	Five Dollars and Ninety Two Cents	$592.00
674-A	Construction Safety Fence	LF	100	$3.00	Three Dollars and No Cents	$300.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$5.01	Five Dollars and One Cent	$1,002.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00
				HILLCREST XING Subtotal		$214,489.08

City of Mobile Project No. 2026-3005-02 (Area 8 - Timbers)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SY	100	$3.95	Three Dollars and Ninety Five Cents	$395.00
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	440	$44.50	Forty Four Dollars and Fifty Cents	$19,580.00
206-D2	Removing Curb And Gutter All Types (Incl Sawcutting)	LF	450	$38.93	Thirty Eight Dollars and Ninety Three Cents	$17,518.50
206-E2	Removal of Inlet Top - (All Types)	EA	1	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$556.20
206-E4	Remove Concrete Inlet Throats	EA	1	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$556.20
210-A	Unclassified Excavation (Truck Bed Measure)	CY	150	$17.59	Seventeen Dollars and Fifty Nine Cents	$2,638.50
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	$20.08	Twenty Dollars and Eight Cents	$2,008.00
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	100	$0.01	No Dollars and One Cent	$1.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	18000	$0.63	No Dollars and Sixty Three Cents	$11,340.00
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1490	$116.00	One Hundred Sixteen Dollars and No Cents	$172,840.00
534-D	Cleaning Existing Inlet	EA	8	$183.54	One Hundred Eighty Three Dollars and Fifty Four Cents	$1,468.32
600-A	Mobilization	LS	1	$14,280.89	Fourteen Thousand Two Hundred Eighty Dollars and Eighty Nine Cents	$14,280.89
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	380	$116.80	One Hundred Sixteen Dollars and Eighty Cents	$44,384.00
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$5,562.00
618-D2	Handicap Ramp, Type 3C	EA	18	$2,780.98	Two Thousand Seven Hundred Eighty Dollars and Ninety Eight Cents	$50,057.64
618-D3	Handicap Ramp, Type 1B	EA	1	$2,002.30	Two Thousand Two Dollars and Thirty Cents	$2,002.30
618-D4	Handicap Ramp, Type 4	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59
618-E	Truncated Dome Insert, New Construction	EA	20	$333.72	Three Hundred Thirty Three Dollars and Seventy Two Cents	$6,674.40

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
620-A	Minor Structure Concrete	CY	3	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$10,011.51
621-C2	Inlet, Replace Top (S-Inlet) top only	EA	2	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$3,337.18
621-C3	Inlet, Replace Top (S-Inlet) w/Throat	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59
623-B1	Concrete Curb (Match in Kind)	LF	630	$44.50	Forty Four Dollars and Fifty Cents	$28,035.00
623-C	Combination Curb and Gutter	LF	250	$44.50	Forty Four Dollars and Fifty Cents	$11,125.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	$108.21	One Hundred Eight Dollars and Twenty One Cents	$541.05
654-A	Solid Sodding (Match Existing)	SY	500	$5.76	Five Dollars and Seventy Six Cents	$2,880.00
665-Q	Wattles	LF	100	$5.92	Five Dollars and Ninety Two Cents	$592.00
674-A	Construction Safety Fence	LF	100	$3.00	Three Dollars and No Cents	$300.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$5.01	Five Dollars and One Cent	$1,002.00
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-A	Street Signs (Replacements)	EA	2	$472.77	Four Hundred Seventy Two Dollars and Seventy Seven Cents	$945.54
999-B	Clear Rubbish (Tires, cans, etc.)	LS	1	$2,249.03	Two Thousand Two Hundred Forty Nine Dollars and Three Cents	$2,249.03
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$20,000.00	Twenty Thousand Dollars and No Cents	$20,000.00

TIMBERS Subtotal	$437,047.11

City of Mobile Project No. 2026-3005-02 (Area 9 - Charlotte Oaks)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	100	$38.93	Thirty Eight Dollars and Ninety Three Cents	$3,893.00
206-D2	Removing Curb And Gutter All Types (Incl Sawcutting)	LF	100	$38.93	Thirty Eight Dollars and Ninety Three Cents	$3,893.00
206-E2	Removal of Inlet Top - (All Types)	EA	1	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$556.20
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	2270	$0.57	No Dollars and Fifty Seven Cents	$1,293.90
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	196	$116.57	One Hundred Sixteen Dollars and Fifty Seven Cents	$22,847.72
534-D	Cleaning Existing Inlet	EA	2	$166.86	One Hundred Sixty Six Dollars and Eighty Six Cents	$333.72
600-A	Mobilization	LS	1	$2,950.35	Two Thousand Nine Hundred Fifty Dollars and Thirty Five Cents	$2,950.35
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	$116.80	One Hundred Sixteen Dollars and Eighty Cents	$5,840.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	25	$127.92	One Hundred Twenty Seven Dollars and Ninety Two Cents	$3,198.00
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	35	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$4,866.75
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	50	$5.01	Five Dollars and One Cent	$250.50
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00

CHARLOTTE OAKS Subtotal	$60,751.81

City of Mobile Project No. 2026-3005-02 (Area 10 - Knollwood Drive)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	300	$38.93	Thirty Eight Dollars and Ninety Three Cents	$11,679.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	1	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$556.20
206-E4	Remove Concrete Inlet Throats	EA	1	$556.20	Five Hundred Fifty Six Dollars and Twenty Cents	$556.20
210-A	Unclassified Excavation (Truck Bed Measure)	CY	15	$17.59	Seventeen Dollars and Fifty Nine Cents	$263.85
210-D	Borrowed Excavation (Truck Bed Measure)	CY	25	$20.08	Twenty Dollars and Eight Cents	$502.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	24330	$0.63	No Dollars and Sixty Three Cents	$15,327.90
410-H	Material Remixing Device	EA	1	$16,685.85	Sixteen Thousand Six Hundred Eighty Five Dollars and Eighty Five Cents	$16,685.85
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2010	$114.54	One Hundred Fourteen Dollars and Fifty Four Cents	$230,225.40
534-D	Cleaning Existing Inlet	EA	6	$166.86	One Hundred Sixty Six Dollars and Eighty Six Cents	$1,001.16
600-A	Mobilization	LS	1	$5,508.85	Five Thousand Five Hundred Eight Dollars and Eighty Five Cents	$5,508.85
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	20	$139.05	One Hundred Thirty Nine Dollars and Five Cents	$2,781.00
620-A	Minor Structure Concrete	CY	2	$3,337.17	Three Thousand Three Hundred Thirty Seven Dollars and Seventeen Cents	$6,674.34
621-C2	Inlet, Replace Top (S-Inlet) top only	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59
621-C3	Inlet, Replace Top (S-Inlet) w/Throat	EA	1	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$1,668.59
623-C	Combination Curb & Gutter	LF	300	$44.50	Forty Four Dollars and Fifty Cents	$13,350.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	$108.21	One Hundred Eight Dollars and Twenty One Cents	$541.05
654-A	Solid Sodding (Match Existing)	SY	250	$5.76	Five Dollars and Seventy Six Cents	$1,440.00

674-A	Construction Safety Fence	LF	150	$3.00	Three Dollars and No Cents	$450.00
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	$5,339.47	Five Thousand Three Hundred Thirty Nine Dollars and Forty Seven Cents	$16,018.41
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	1	$2,002.30	Two Thousand Two Dollars and Thirty Cents	$2,002.30
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	$5,339.47	Five Thousand Three Hundred Thirty Nine Dollars and Forty Seven Cents	$16,018.41
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	0.5	$2,002.30	Two Thousand Two Dollars and Thirty Cents	$1,001.15
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	6	$1,668.59	One Thousand Six Hundred Sixty Eight Dollars and Fifty Nine Cents	$10,011.54
703-A	Traffic Control Markings, Class 2, Type A	SF	1500	$5.01	Five Dollars and One Cent	$7,515.00
703-B	Traffic Control Legends, Class 2, Type A	SF	500	$6.40	Six Dollars and Forty Cents	$3,200.00
703-D	Temporary Traffic Control Markings	SF	1500	$1.95	One Dollar and Ninety Five Cents	$2,925.00
705-A1	Pavement Markers, Class A, Type 2, Blue	EA	10	$6.67	Six Dollars and Sixty Seven Cents	$66.70
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	400	$6.67	Six Dollars and Sixty Seven Cents	$2,668.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	400	$6.67	Six Dollars and Sixty Seven Cents	$2,668.00
730-H	Loop Wire Replacement (Int Knollwood/Grelot North Approach Only)	LF	1,020	$8.70	Eight Dollars and Seventy Cents	$8,874.00
740-A	Traffic Control	LS	1	$2,669.74	Two Thousand Six Hundred Sixty Nine Dollars and Seventy Four Cents	$2,669.74
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$40,000.00	Forty Thousand Dollars and No Cents	$40,000.00

KNOLLWOOD DRIVE Subtotal	**$426,568.23**

City of Mobile Project No. 2026-3005-02 (Area 11 - Hillcrest Oaks)

2026 CIP RESURFACING - CITY COUNCIL DISTRICT 6

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	1840	$0.61	No Dollars and Sixty One Cents	$1,122.40
424-A	Superpave Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	155	$115.55	One Hundred Fifteen Dollars and Fifty Five Cents	$17,910.25
534-D	Cleaning Existing Inlet	EA	2	$166.86	One Hundred Sixty Six Dollars and Eighty Six Cents	$333.72
600-A	Mobilization	LS	1	$1,837.96	One Thousand Eight Hundred Thirty Seven Dollars and Ninety Six Cents	$1,837.96
690-A	Project Sign (Portable)	EA	1	$50.00	Fifty Dollars and No Cents	$50.00
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
703-A	Traffic Control Markings, Class 2, Type A	SF	50	$5.01	Five Dollars and One Cent	$250.50
740-A	Traffic Control	LS	1	$778.67	Seven Hundred Seventy Eight Dollars and Sixty Seven Cents	$778.67
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$5,000.00	Five Thousand Dollars and No Cents	$5,000.00

HIILLCREST OAKS Subtotal	$27,283.50

BID TOTALS	
AREA 1 - KIMBERLIN Subtotal	$401,702.77
AREA 2 - CARRINGTON Subtotal	$572,170.08
AREA 3 - WINDMILL Subtotal	$122,534.06
AREA 4 - COTTAGE ESTATES Subtotal	$184,705.46
AREA 5 - LYNNDELL Subtotal	$117,186.31
AREA 6 - LIGHTER WOODS Subtotal	$516,205.39
AREA 7 - HILLCREST XING Subtotal	$214,489.08
AREA 8 - TIMBERS Subtotal	$437,047.11
AREA 9 - CHARLOTTE OAKS Subtotal	$60,751.81
AREA 10 - KNOLLWOOD DRIVE Subtotal	$426,568.23
AREA 11 - HILLCREST OAKS Subtotal	$27,283.50
*TOTAL PROJECT BID	$3,080,643.80

(Total of Subtotals)

*** Project will be awarded on the "Total Project Bid" value**

Total Project Bid

Total (All items listed in Proposal) $ 3,080,643.80

Written in words THREE MILLION EIGHTY THOUSAND SIX HUNDRED FORTY THREE AND 80/100

Number of **working** days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder P.O. BOX 1245

SEMMES, AL 36575.

By _____

Signature of Bidder _____
(If a corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address _____

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That HCL Contracting, LLC
(Name of Contractor)
PO Box 1245, Semmes, AL 36575
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
One Newark Center, 20th Floor, Newark, NJ 07102
(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 **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02.**

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 April 15, 2026 (Date)

HCL Contracting, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Harco National Insurance Company (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By _____
John David Hutto, Jr, Attorney-In-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 15, 2026

A00751

Irene Martins, Assistant Secretary

ITEM V Bond # 3001233
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we HCL Contracting, LLC as Principal and Harco National Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Three Million Eighty Thousand Six Hundred Forty-Three & 80/100 Dollars ($ 3,080,643.80) 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 **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02.** 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 27TH day of April 20 26.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name) HCL Contracting, LLC

BY: _____
(Signature)

ATTEST:

_____
(Signature)

_____(Print)

ITS: _____

_____
(Print)

ITS: _____
(Title)

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

John David Hutto Jr.
(Print)

ATTEST:

_____
(Signature)

Kursten R. Hutto (Print)

ITS: Sec/Treas

ITS: Attorney-In-Fact
(Title)

Corporate Seal

Bond # 3001233

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we HCL Contracting, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102
(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 Three Million Eighty Thousand Six Hundred Forty-Three & 80/100dollars ($3,080,643.80), 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 **2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6, City of Mobile Project No. 2026-3005-02** 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 27TH day of APRIL 2026.

In the presence of:

_____

Matt Reed

Individual Principals sign here

_____ (SEAL)

CASEY P. SMITH (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

(Corporate Name)
HCL Contracting, LLC

BY: _____
(Signature)

_____
(Print)

ITS: _____
(Title)

ATTEST:

_____
(Signature)

_____ (Print)

ITS: _____
(Title)

(Surety sign here) (Corporate name)
Harco National Insurance Company

BY: _____
(Signature)

John David Hutto Jr.
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

_____
(Signature)

Kursten R. Hutto (Print)

ITS: Sec/Treas
(Title)

Corporate Seal

Bonds Unlimited, Inc.

SPECIALIZING IN CONSTRUCTION BONDING

430 INDUSTRIAL LANE. UNIT 5
BIRMINGHAM, AL 35211

P 205-807-1623

DAVID.HUTTO@BONDSUNLIMITED.COM



April 23, 2026

City of Mobile
PO Box 1827
Mobile, AL 36633

Re: HCL Contracting, LLC
Project # 2026 CIP Resurfacing
Bond # 3001233

To Whom it May Concern:

As a representative of the Harco National Insurance Company, I give the City of Mobile the authority to date the captioned bonds and the power-of-attorney the same date as that of the contract.

Please forward a copy of the dated bonds for my file.

Thanks in advance.

Sincerely,

J. David Hutto, Jr.
Attorney-In-Fact for Harco National Insurance Company

POWER OF ATTORNEY

Bond # 3001233

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00751

Irene Martins, Assistant Secretary

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

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. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General

Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. CERITIFICATE 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 Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least **five (5%) percent** of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) 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. Failure to meet the committed DBE percentage without documented good-faith effort shall constitute a material breach and may result in withholding of retainage or future bid disqualification.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the **Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

14. The Contractor shall always have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

15. 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.

16. **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.**

17. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

18. 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).

19. **The contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction.** Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other

incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

20. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

21. 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).

22. 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 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 **FHWA 11TH EDITION MUTCD with Revision 1, December 2025** and at no cost to the Owner.

23. 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.

24. 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.

25. 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 Sub articles 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.

26. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

27. 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.

28. 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.

29. 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.

30. **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.

31. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

32. 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.

33. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 424-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 edition. The successful bidder will be required to submit mix designs to comply with Item 424-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. **At least two (2) copies of video and/or photos shall be made.** City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. 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.

38. 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.

39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

40. 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.

41. 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. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

43. Construction fuel index is allowed for this project. See Item No. 698-A for limits.

44. 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.

45. The Contractor shall provide, install, and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the **Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction**

Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

48. 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.

49. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department and the Engineer. Area 10 Knollwood can be done in daytime or nighttime. All daytime operations must be coordinated with Awaken Church Assembly of God's school opening and closing hours. (251-661-8383)

50. **Workmen shall wear reflectorized vests, shirts, or jackets while on the construction sites.**

51. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all parked vehicles are removed from the street.

52. At intersections, the City Project Inspectors 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.

53. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

54. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

55. On some streets, a "ski pole" will be required to ensure the correct grade on the street. This will be done at the discretion of the Project Inspector.

56. All temporary stop work joints shall be made using paper. At the beginning of the next workday the contractor shall make every effort to make a joint that will conform to the existing road surface.

57. 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, inlet tops, and water valves are exposed after resurfacing is completed.

58. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

59. 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.

60. 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.

61. 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.

62. 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.

63. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

64. 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.

65. **For planning purposes, an anticipated paving schedule for each of the work areas (<u>for the entire project</u>) shall be submitted to the Engineer one week after the notice to proceed has been issued.**

66. **Temporary markings shall be immediately painted once pavement lanes are completely open for unmanaged vehicular use. Permanent striping and markings shall be placed no later than 45 days including the curing period of completion of asphalt paving for Area 10 – Knollwood. Failure to make this happen shall cause the project to be placed in default as outlined in Section 108.04 of The Alabama Department of Standard Specifications for Highway Construction, 2026 Edition.**

67. **If contract completion days are exceeded, Section 108.11 of The Alabama Department of Standard Specifications for Highway Construction, 2026 Edition will be enforced for liquidated damages.**

68. **Asphalt placed without properly signed tickets by the assigned testing services <u>will not be paid for</u>.**

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and **HCL Contracting, LLC** (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2026 CIP RESURFACING- DISTRICT 6
Project No: 2026-3005-02
Project Description: Asphalt milling, asphalt overlay, road repairs, striping & markings.
Major work items include: Asphalt milling and overlaying

City of Mobile Project Number **2026-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$3,080,643.80**) 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 Pre-bid conference to be considered a valid bidder for this project.

CITY ENGINEER:
(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:
(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC. (251) 605-2023.**

AUTHORITY OF THE CITY ENGINEER:
(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:
(9) The work performed under this contract and agreement shall be in strict compliance with the **"State of Alabama Highway Department Standard Specifications for Highway Construction," 2026 Edition,** with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:
(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:
(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to **State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition**, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:
(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:
(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:
(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:
(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:
(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:
(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify, and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any

of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:
(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:
(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:
(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:
(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:
(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:
(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site 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. The CONTRACTOR'S schedule shall be updated monthly and submitted with each payment request.

FINAL ESTIMATE:
(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the ENGINEER shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completeness, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there were no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:
(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the E-Verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed E-Verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is **RSF26 D6**. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Construct (TUC) as its project management system. TUC is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

TERMINATION:

(31) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(32) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a

receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY OF MOBILE
Engineering Dept
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: Tammy Lambeth, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(33) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

TERM OF AGREEMENT

(34) The Services are to be performed beginning as of the date of last execution between the parties and continuing through May 2028. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

Binding Effect: The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

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.

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.

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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.

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.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR: _____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

Corporate Seal

_____

ITS SECRETARY

_____(Print)

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Casey P. Smith, whose name is signed to the foregoing instrument in the capacity of President of HA Contracting LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 27th day of April, 2026.

NOTARY PUBLIC My Commission Expires:

MARK ALAN HOCUTT
My Commission Expires
February 5, 2030

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers, or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL *PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract

Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

Payment for stored materials may be included on the monthly estimates only if approved in advance by the CITY. Payment for stored materials will be at the discretion of the CITY.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) 1B, 3C, & 4):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the **2026 ALDOT Standard Specifications for Highway Construction**.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

   618.E.1

   Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. PROJECT SIGN - PORTABLE:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

Basis of Payment
See bid sheet Item 690-A.

10. PORTABLE TOILETS:

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

Basis of Payment
Payment will be included in the Lump Sum price for Mobilization.

11. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2026 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

12. ITEM 999-X, *WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER:*

Description
This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection

of actual materials and equipment to a later date when additional information is available for evaluation.

Materials
All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Project Engineer or the City of Mobile.

Construction Requirements
The equipment used for the installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement
All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2026 Edition or as specified by the ENGINEER or the CITY ENGINEER.

Basis of Payment

a. UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sun value of pay item (in dollars)}} = \text{Amount Payable (in percent)}$$

b. PAYMENT

Payment shall be made under Item No. 999X-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

ATTACHMENT "A"

LOCATION

(See Map Book Plans)

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/27/2026

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: Danelle Stokes
Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: dstokes@valentgroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
HCL Contracting, LLC PO Box 1245 Semmes AL 36575	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Navigators Specialty Insurance Company	36056
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** (26-27) **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 Liability incl Railroads GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP0742286	03/25/2026	03/25/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	EBA0742286	03/25/2026	03/25/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	EPP0742286	03/25/2026	03/25/2027	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
							(FOLLOW FORM)	$
	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	Y	(issued by carrier eff 1-1-26)			[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability(follows umbrella liability policy above)	Y	Y	GA26EXCZ0KUCHIC	03/25/2026	03/25/2027	Each Event	$ 5,000,000
							General Aggregate	$ 5,000,000
							Prod-Comp Ops Aggr	$ 5,000,000

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

[Job #: 2026-3005-02 Job Type: 2026 CIP Resurfacing, District 6]
City of Mobile is included as an Additional Insured in repsect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, are primary and Non-contributory with any other insurance in force or which may be purchasd by Additional Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability. 30 Day Notice of Cancellation, non-rnewal or material change be provided by agency (except 10 days for non-payment). Umbrella is follow form.

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

Marsha Greene

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AGENCY CUSTOMER ID: 00054597

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Valent Group, LLC	HCL Contracting, LLC
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: Insurance Coverage

Contractors Pollution Liability- Occurrence
Issuing Company: Firemans Fund Indemnity
NAIC: 11380
Policy Number: ENV562009229-04
Policy Period: 3/25/2026 to 3/25/2027

$1,000,000- Aggregate Limit
$1,000,000- Each Pollution Condition Limit
$10,000 deductible each pollution condition

Contractors Professional Liability-Claims Made
Issuing Company: Firemans Fund Indemnity
NAIC: 11380
Policy Number: ENV562009229-04
Policy Period: 3/25/2026 to 3/25/2027

$1,000,000- Aggregate Limit
$1,000,000- Each Wrongful Act Limit
$10,000 deductible each claim

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2026

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 CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 FAX (A/C, No): 217-477-6772 E-MAIL ADDRESS: workersfirst@ccmsi.com
INSURED HCL CONTRACTING LLC 8245 CRARY AVENUE SEMMES, AL 36575	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : WorkersFirst CompFund INSURER B : Midwest Employers Casualty Company — 23612 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	EWC005404(WC)	1/1/2026	1/1/2027	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		PRAL127200(EL)			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project No. 2026-3005-02 - 2026 CIP Resuffacing - City Council District 6. Waiver of Subrogation in favor of certificate holder applies. A 30 day written notice of cancellation applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): Casey Smith

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

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

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

Endorsement Effective ***4/27/2026 - 1/1/2027*** Policy No. ***PRAL127200(EL)*** Endorsement No.
Premium ***0***
Insured
HCL CONTRACTING LLC
Insurance Company
WorkersFirst Comp Fund

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, DBE UTILIZATION REPORT, AND SECRETARY OF STATE REGISTRATION

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other 2026-3005-02 Current Date 3/26/26

Project Description: 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

Total Estimated Value of the Project: $3,000,000.00 **Construction Contract**

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

DBE goal percentage requested to be reduced to 5% For construction contract due to there being a limited amount of concrete work on the project which is the primary source of DBE subcontracting on the resurfacing projects. Utilizing DBE subcontractors on the milling and resurfacing scope of work has proved challenging in the past due to the availability of local DBE subcontractors.

John Forrester
Requested By (Department Director)

(Signature) **City Engineer** (Title) 3/26/26 (Date)

251-208-7243
Telephone Number

forresterj@cityofmobile.gov
Email Address

Archnique Kidd Small Business Development Manager
Reviewed By (Office of Small Business Development)

Archnique Kidd (Signature) Small Business Development Manager (Title) 4/1/2026 (Date)

Approved **Denied**

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	HCL CONTRACTING LLC
Address	P.O. BOX 1245 SEMMES, AL 36575
Telephone	251-622-7171
E-Mail	MARK@HCLCONTRACTINGLLC.COM

RFP/RFQ Solicitation Number	2026-3005-02
Project Description	2026 CIP RESURFACING CITY COUNCIL DISTRICT 6
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 80% Female 20% Minority 30% Non-minority 70% SDVO 0 Total number of Employees 48

Subcontractor/Major Supplier Plan submitted by:

Printed Name: MARK A HOCUTT

Signature: [signature] Date: 4/15/26

Title: PROJECT MANAGER/ESTIMATOR

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: MARK A HOCUTT Title: PROJ. MANAGER/ESTIMATOR

Email: MARK@HCLCONTRACTINGLLC.COM Phone: 251-622-7171

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 HCL CONTRACTING LLC Your Bid/Proposal Amount $ 3,080,643.80 Date: 4/15/26

Description DIST. 6 RESURF Name of Bidder/Proposer: HCL CONTRACTING LLC

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
C. THORNTON	251-583-5181	REMOVE/REPLACE CONCRETE PAVING	$684,265.00	22%	✓	

Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: N/A

Contact Person: _____ Phone: _____ Email: _____

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

N/A

		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. _____

_____

_____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE
Compliance Form
DBE UTILIZATION REPORT

Return to Office Small Business Development
Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		**Certified DBE:**	**YES**	**NO**	
DESCRIPTION:					**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY
FEB	MAY	AUG
MARCH	JUNE	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)

DBE Utilization Report

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987

Client Company ID Number: 2105041

Approved by:

Employer HCL Contracting LLC	
Name (Please Type or Print) Brittany Smith	**Title**
Signature Electronically Signed	**Date** 06/17/2025
E-Verify Employer Agent Coastal Human Resource Group, Inc.	
Name (Please Type or Print) Colleen E DeVoe	**Title**
Signature Electronically Signed	**Date** 06/17/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/17/2025

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987 **Client Company ID Number:** 2105041

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	HCL Contracting LLC
Company Facility Address	8245 Crary Ave Semmes, AL 36575
Company Alternate Address	P.O. Box 1245 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	900291227
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CASEY R SMITH (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 PRESIDENT for HCL CONTRACTING 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 HCL CONTRACTING is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2105041 .

_____

CEO of HCL CONTRACTING LLC

Sworn to and subscribed before me this the 15TH day of APRIL , 20 26

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

STATE OF ALABAMA NOTARY PUBLIC

MARK ALAN HOCUTT
My Commission Expires
February 5, 2030

HCL Contracting LLC

Entity ID Number	000-460-543
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/15/2005
Registered Agent Name	SMITH, GLENDA B
Registered Office Street Address	8245 CRARY AVE SEMMES, AL 36575
Registered Office Mailing Address	8245 CRARY AVE SEMMES, AL 36575
Nature of Business	CONSTRUCTION BUSINESS
Members	
Member Name	SMITH, BRITTANY
Member Street Address	11270 george collins dr WILMER, AL 36587
Member Mailing Address	11270 george collins dr WILMER, AL 36587
Member Name	CASEY SMITH
Member Street Address	11270 george collins dr WILMER, AL 36587
Member Mailing Address	11270 george collins dr WILMER, AL 36587
Organizers	
Organizer Name	CASEY SMITH
Organizer Street Address	11270 george collins dr WILMER, AL 36587
Organizer Mailing Address	11270 george collins dr WILMER, AL 36587
Organizer Name	BRITTANY SMITH
Organizer Street Address	11270 george collins dr WILMER, AL 36587
Organizer Mailing Address	11270 george collins dr WILMER, AL 36587

HCL Contracting LLC

Transactions	
Transaction Date	09/23/2015
Principal Office Changed From	SEMMES, AL
Transaction Date	01/25/2019
Incorporator/Member/Partner Activity	SMITH, BRITTANY
Transaction Date	12/18/2024
Director/Manager/Organizer Activity	*Added BRITTANY SMITH
Transaction Date	12/18/2024
Director/Manager/Organizer Activity	*Added CASEY SMITH
Transaction Date	12/18/2024
Incorporator/Member/Partner Activity	*Removed SMITH, GLENDA
Transaction Date	12/18/2024
Incorporator/Member/Partner Activity	*Changed SMITH, BRITTANY
Transaction Date	12/18/2024
Incorporator/Member/Partner Activity	*Removed SMITH, RONALD E
Transaction Date	12/18/2024
Incorporator/Member/Partner Activity	*Added CASEY SMITH
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/15/2005 Certificate of Formation 2 pgs.
Document Date / Type / Pages	10/05/2015 Articles of Amendment 2 pgs.
Document Date / Type / Pages	02/01/2019 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/18/2024 Articles of Amendment 4 pgs.

Browse Results New Search

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. 2026-3005-02
2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

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. **2026-3005-02**
2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6
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 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.
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CITY STANDARD DRAWING
PROJECT SIGN
SCALE: N.T.S.
SHEET 1 OF 1
03-06-2026
MOBILE
ALABAMA
8'-0"
4'-0"
PROJECT
NAME
AUTHORIZED BY
CITY OF MOBILE
SPIRO CHERIOGOTIS, MAYOR
PROJECT NO. 2022-3005-01
PROJECT COST $
CITY OF MOBILE ENGINEERING DEPARTMENT
COUNCIL PERSON
DISTRICT
3"
4"
2"
4"
2"
2"
2"
3"
2"
2"
2"
2"
4"
2"
3"
2"
1"
3'-0"
5'-0"
2'-0"
2'-0"
EXISTING GROUND
4"X4"X12'-0" TREATED POSTS PAINTED WHITE

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.

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

None Required (only signed tickets by the certified testing company assigned to this contract by the City of Mobile for the asphalt and the concrete)

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 04/15/26

Name of Project: 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

Project Number: 2026-3005-02

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

BID PROJECT. $3,080,643.80

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 112,064.30

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 HCL CONTRACTING LLC

Mailing Address P.O. BOX 1248 SEMMES, AL 36575

***By (Legal Signature)** [signature]

*Name (type or print) CASEY R. SMITH (Seal)

*Title PRESIDENT

Telephone Number 251-635-6412

STATE OF NOTARY PUBLIC ALABAMA
MARK ALAN HOCUTT
My Commission Expires
February 5, 2030

ATTACHMENT "G"

MAP BOOK

04-9-2026

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2026 CIP Resurfacing
City Council District 6

Addendum No. 0001

ADDENDUM NO. 0001 GENERAL SUMMARY:

1. Re-issued contract to reflect the City of Mobile's latest requirements.
2. Re-issued Area 10 Knollwood cover sheet revising hours of operations to be coordinated with school opening and closing hours

Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023

04-15-2026

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2026 CIP Resurfacing
City Council District 6

Addendum No. 0002

ADDENDUM NO. 0002 GENERAL SUMMARY:

1. Re-issued Excel spreadsheet to correct error in calculation of Bid Amount for Cottage Estates Line Item 408-A1.

Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey

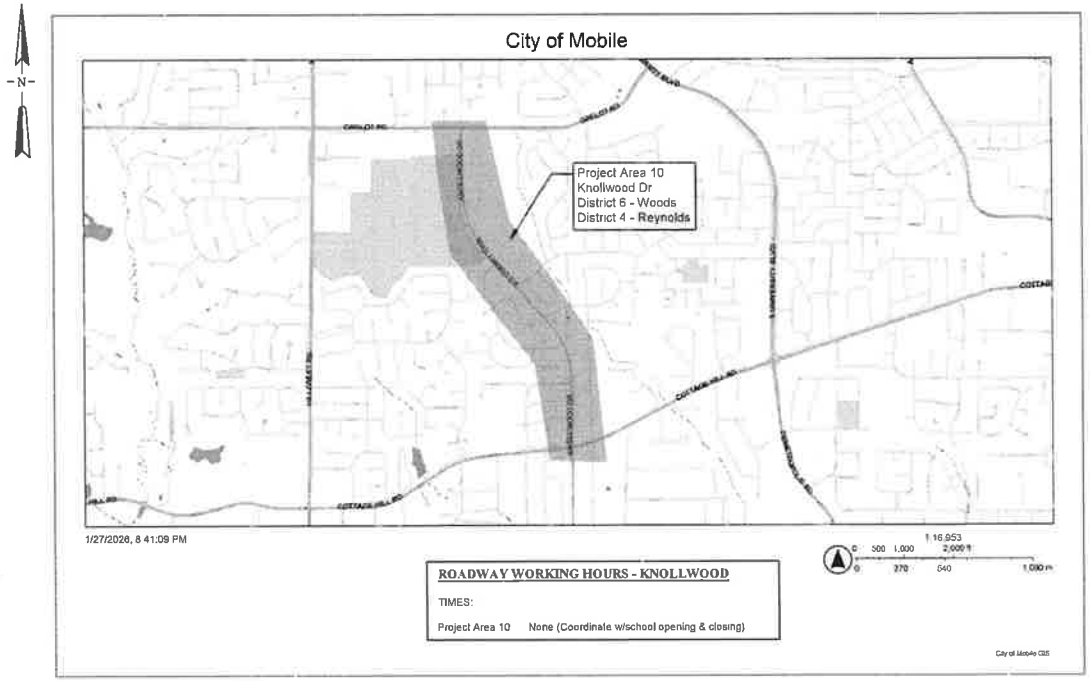
DORSEY & DORSEY

PH 251-605-2023

CITY OF MOBILE, ALABAMA

CONSTRUCTION PLANS
FOR
2026 CIP RESURFACING -
PROJECT NO: 2026-3005-02
(Project Area 10 - Knollwood Dr)

City District 6 - Josh Woods
City District 4 - Ben Reynolds



CITY OF MOBILE ELECTED OFFICIALS

MAYOR: HONORABLE SPIRO CHERIOGOTIS

DISTRICT 1: CORY PENN
DISTRICT 2: SAMANTHA INGRAM
DISTRICT 3: C.J. SMALL
DISTRICT 4: BEN REYNOLDS
DISTRICT 5: BEAU FLEMINGS III
DISTRICT 6: JOSH WOODS
DISTRICT 7: GINA GREGORY

DORSEY & DORSEY

1114 WILDWOOD AVE
MOBILE, AL 36608
p251.690.2023

Final Design Submittal

PREPARED BY:	DORSEY & DORSEY ENGINEERING, INC.
ENGINEER:	LARRY C. DORSEY, PE
LICENSE NO.:	ALABAMA 21807
DATE:	February 3, 2026

Addendum 1 (Re-issued 4-9-2026)

CAPITAL CONTRACT SUMMARY SHEET

C#5780

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2026 CIP Resurfacing District 6 COM Project# 2026-3005-02

PROJECT #: RSF26D6 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Services

CONTRACT AMOUNT: $66,000.00

VENDOR NAME: ECS Southeast, LLC

VENDOR NUMBER: 299142

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X __; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 5/8/2026

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilman Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and ECS Southeast, LLC., for services related to testing and evaluating soils and materials in connection with the design and construction of the **2026 CIP Resurfacing District 6 (Project No. 2026-3005-02)**, as more fully set forth in the contract attached hereto and made a part hereof by reference. A copy of said contract is on file in the Office of the City Clerk.

Name of Company:	ECS Southeast, LLC.
Project Name:	2026 CIP Resurfacing District 6 COM Project # 2026-3005-02
Cost:	$66,000.00

Adopted:

_____
City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this 23rd day of April, 2026, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **ECS Southeast, LLC,** hereinafter called the "LABORATORY."

WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

A. **CITY** - City of Mobile, Alabama

B. **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

C. **CONSULTANT** - An engineering company **(Dorsey & Dorsey Engineering, Inc.)** employed by the CITY to perform professional engineering services for the Project.

D. **CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

E. **COUNCIL** - Mobile City Council.

F. **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

G. **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

H. **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

I. **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **2026 CIP Resurfacing- District 6,** Project No. – **2026-3005-02.** The Project Location is set forth in Exhibit A.

J. **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

K. **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Dorsey & Dorsey Engineering, Inc.)** to perform engineering services for the PROJECT.

L. **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

M. **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

N. **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "B" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blueprints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY'S Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering

recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

A. GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

B. BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

A. EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

B. SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

C. SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

D. BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

A. BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "C" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

B. SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "C" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in

accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY'S standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY'S standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

A. 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

B. Total requirements more than 100 tons: same as 20(A) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28-day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity and shall report test results to the PROJECT ENGINEER on LABORATORY'S standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general, one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY'S standard forms.

23. ASPHALT CONCRETE TESTS:

A. JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

B. TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full-time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

C. TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200-foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in-place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit "C". In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

a) Construction Phase Services – A sum not to exceed **$61,000.00 (Sixty-One Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "C" where applicable.

c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "C" and shall not exceed **$5,000.00 (Five Thousand Dollars and Zero Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

The CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this contract, the LABORATORY 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.

30. E-VERIFY:

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.

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract and continuing for two years after the last Date of Substantial Completion of the Construction Contract(s), the following:

(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, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

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) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2) Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

3) Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

32. ANTI-DISCRIMINATION:

LABORATORY 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 entities 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.

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY 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 LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY 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 LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY 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.

36. E-BUILDER TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: https://app.e-builder.net. LABORATORY shall use TUC as required for the effective administration of the project.

[SIGNATURES FOLLOW THIS PAGE.]

37. TERM OF AGREEMENT

The Services are to be performed beginning as of the date of last execution between the parties and continuing through May 2027. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

[SIGNATURES FOLLOW THIS PAGE.]

LABORATORY:

ECS Southeast, LLC

By: _____

Print: Scott Vinsant

Its: Vice President, Principal

Address: 724 Lakeside Drive
Mobile, AL 36693

Telephone: 251.301.5276

STATE OF ALABAMA
CITY OF MOBILE

I, Natichia Curry, a Notary Public in and for said State and County, hereby certify that Scott Vinsant, whose name as Vice President of ECS Southeast, LLC is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 23rd day of April, 2026.

Natichia Curry Commission Expires Notary Public 11/30/2027 State of Alabama at Large

_____
NOTARY PUBLIC
My Commission Expires: 11/30/2027

CITY:

CITY OF MOBILE, A Municipal Corporation

By: _____
Mayor Spiro N. Cheriogotis

Date: _____

ATTEST:

By: _____
Its City Clerk

EXHIBIT 'A'

PROJECT LOCATION

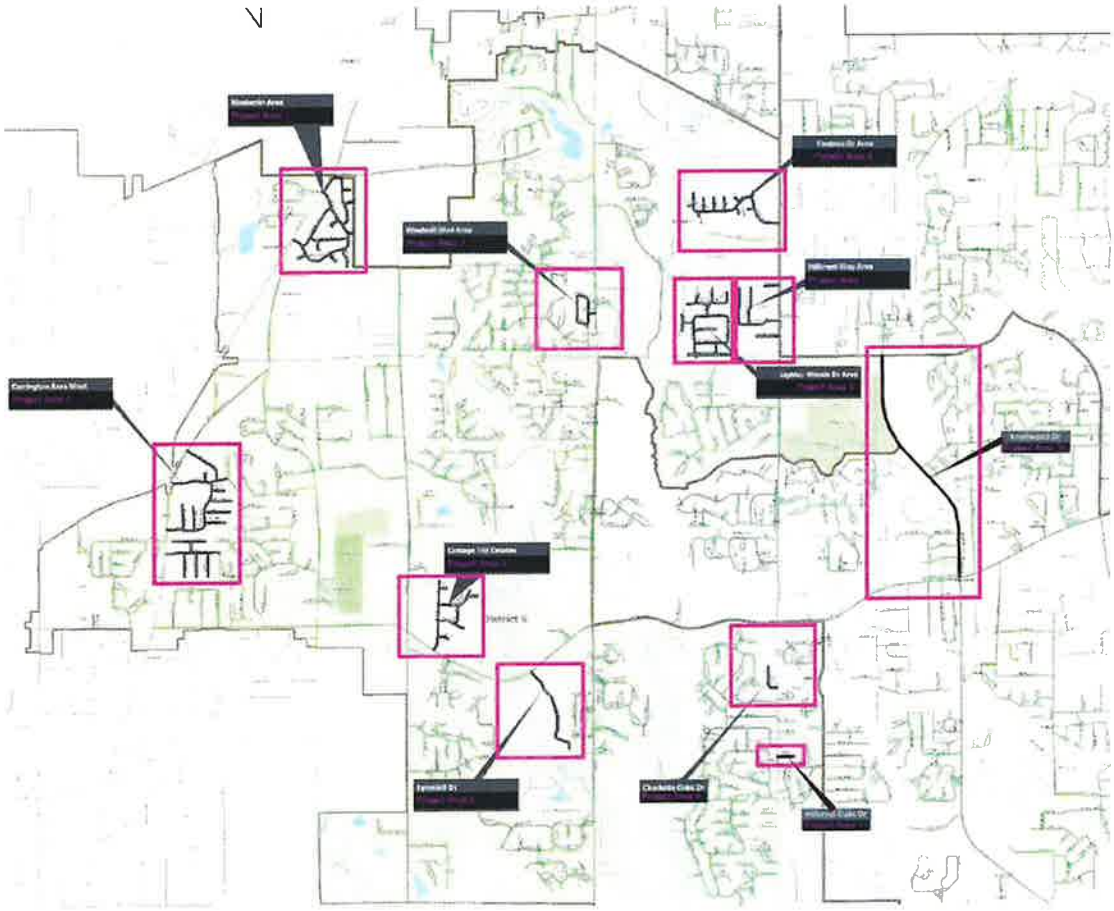


EXHIBIT 'B'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following project:

2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

PROJECT No. – 2026-3005-02

Construction Phase Services – Not to Exceed Amount - $61,000.00

Additional Services – Not to Exceed Amount - $5,000.00

Source of Funding: 2026 CIP

LABORATORY cost shall not exceed, unless otherwise approved: $ 66,000.00

EXHIBIT 'C'

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

2026 ECS Southeast, LLC Fee Schedule

SOILS LABORATORY TESTING

4800-	Standard Proctor, classification included (ASTM D698), Each	$575.00
4803-	Modified Proctor, classification included (ASTM D1557), Each	$635.00
4480-	Particle Size Analysis + Hydrometer, (ASTM D422), Each	$210.00
4875-	Particle Size Analysis (soils), (ASTM D422), Each	$135.00
6092-	Minus #200 Wash, (ASTM D1140), Each	$75.00
4300-	Atterberg Limits (ASTM D4318), Each	$125.00
4100-	Natural Moisture Content (ASTM D2216), Each	$26.00

FIELD TESTING AND OTHER INSPECTION SERVICES

Subcontract Work, Specialty Services	Cost + 15%
Trip Fee, per trip	$55.00
Nuclear Density Gauge Each Trip	$60.00
Extraction/Gradation of Asphaltic Concrete, Each	$350.00
Bulk Specific Gravity / Density of Asphalt Cores, Each	$85.00
Asphalt Thickness Measurements	$30.00
Asphalt Maximum Specific Gravity (RICE), Each	$285.00
Concrete Test Cylinder, Each	$30.00
Grout Test Prism, Each	$35.00
Asphalt Core & Patch, Each	$155.00

The services described above would be rendered from our full-service office and laboratory in Mobile, Alabama. Unit rates are based on a 9-hour workday, Monday through Friday, between normal business hours of 6:00 a.m. to 6:00 p.m. Overtime will be charged and invoiced at 1.5 times the hourly rate indicated above for weeks that total more than 50-hours as well as work performed on weekends Sat./Sun.) and holidays.

Please note that we do not charge a minimum trip time for our services. You will be billed for the actual travel time and time on site, as applicable.

2026 ECS Southeast, LLC Fee Schedule

PROFESSIONAL SERVICES

1100- Principal Engineer, Per Hour	$225.00
1200- Senior Engineer, Per Hour	$200.00
1300- Project Engineer, Per Hour	$125.00
1503- Project Manager, Per Hour	$110.00
1515- Staff Engineer, Per Hour	$115.00
1531- Special Inspector, Per Hour	$ 75.00
1700- Senior Technician	$ 70.00
1800- Technician, Per Hour	$ 62.00
1950- Administrative, Per Hour	$ 70.00

FIELD SERVICES

Mobilization (Loading of Equipment in Yard, Crew Transport, Equipment Transfer)

City of Mobile	$750.00
Outside of Mobile(Each Way)	Plus $5.50 per mile

Standard Penetration Test Borings – ASTM 01586
(Sampling Continuous for upper 10 feet, intervals of 5 feet after – Split Spoon Sampling)

Depth (feet)	Footage Rate
0 - 50	$20.00/ft
51 - 100	$25.00/ft
101 - 125	$30.00/ft
Over 125 Feet	Special Quote

Additional Split Spoon Sampling	$ 35.00/Ea
Undisturbed Thin Walled Shelby Tubes	$ 75.00/ per Attempt
Difficult Moving/Standby Time/Clearing	$450.00/per Hour

EXHIBIT 'D'

INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

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

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1627	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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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2026

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: Alyssa Alleman
Arthur J. Gallagher Risk Management Services, LLC 14026 Thunderbolt Place Ste 200 Chantilly VA 20151	PHONE (A/C, No, Ext): 225-906-0111 FAX (A/C, No): 703-988-9498 E-MAIL ADDRESS: Alyssa_alleman@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Bankers Standard Insurance Company	18279
INSURER C : The Cincinnati Insurance Company	10677
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ECS Southeast, LLC
14030 Thunderbolt Place
Suite 500
Chantilly VA 20151

COVERAGES **CERTIFICATE NUMBER:** 1920440036 **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	
C	X COMMERCIAL GENERAL LIABILITY	Y		ENP 0219991	12/1/2025	12/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Incl						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
C	AUTOMOBILE LIABILITY	Y		EBA 0559255	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y		78891344	12/1/2025	12/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		(26) 7176-41-67	12/1/2025	12/1/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CofM Project Name: 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6 | CofM Project #: 2026-3005-02
City of Mobile is included as Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability coverage where required by written contract. 30 days prior written notice of cancellation (10 days' notice for non-payment of premium). Umbrella Follows form.

CERTIFICATE HOLDER

Mobile Alabama

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

Frank Anderson

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EXHIBIT 'E':

SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,

ECS SOUTHEAST, LLC

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared A.D. Marsh (affiant) who, being duly sworn says as follows:

Office Manager of ECS Southeast, LLC .

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 Office Manager for ECS Southeast, LLC 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 ECS Southeast, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1333247 .

Office Manager of ECS SOUTHEAST, LLC

Sworn to and subscribed before me this the 12th day of March , 2024

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

LOURDES M ANDERSON
Notary Public, Alabama State at Large
My Commission Expires 1/13/2029

SECRETARY OF STATE REGISTRATION

Alabama Secretary of State

ECS Southeast, LLc	
Entity ID Number	000-356-785
Entity Type	Foreign Limited Liability Company
Principal Address	14026 THUNDERBOLT PLACE STE 500 CHANTILLY, VA 20151
Principal Mailing Address	14026 THUNDERBOLT PLACE STE 500 CHANTILLY, VA 20151
Status	Exists
Place of Formation	Virginia
Formation Date	06/26/2007
Qualify Date	03/21/2016
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Nature of Business	PROVIDE GEOTECHNICAL,CONSTR. MATERIALS TESTING/ENVIRONMENT ENG
Doing Business in AL Since	03/25/2016
Annual Reports	
Report Year	2022
Transactions	
Transaction Date	01/30/2017
Legal Name Merged	ECS Central, PLLC
Transaction Date	01/30/2017
Legal Name Merged	ECS Southeast, LLC.
Transaction Date	01/30/2017
Miscellaneous Filing Entry	Merger Effective 12-31-2016 @ 17:00
Transaction Date	07/14/2017
Legal Name Changed From	ECS Carolinas, LLP
Transaction Date	07/14/2017
Miscellaneous Filing	2017 ANNUAL NOTICE

ECS Southeast, LLc	
Entry	
Transaction Date	01/24/2018
Miscellaneous Filing Entry	2018 ANNUAL NOTICE
Transaction Date	11/03/2023
Legal Name Changed From	ECS Southeast, LLP
Transaction Date	11/03/2023
Miscellaneous Filing Entry	CONVERSION FROM FRP FILED
Scanned Documents	
Document Date / Type / Pages	03/21/2016 Certificate of Formation 4 pgs.
Document Date / Type / Pages	01/30/2017 Merger 8 pgs.
Document Date / Type / Pages	07/14/2017 Articles of Amendment 4 pgs.
Document Date / Type / Pages	07/14/2017 Annual Notice 2 pgs.
Document Date / Type / Pages	01/24/2018 Annual Notice 2 pgs.
Document Date / Type / Pages	11/03/2023 Conversion 3 pgs.

Browse Results New Search

E-Verify

Company ID Number: 571783 Client Company ID Number: 1833247

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Engineering Consulting Services LTD
Company Facility Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
Company Alternate Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
County or Parish	FAIRFAX
Employer Identification Number	541439291
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	112 site(s)

Company ID Number: 571783 Client Company ID Number: 1833247

Approved by:

Employer Engineering Consulting Services LTD	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/13/2022

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2026-3005-02 Current Date 2/23/26

Project Description 2026 CIP RESURFACING – CITY COUNCIL DISTRICT 6

Total Estimated Value of the Project: $65,000.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s)
Please attached any supporting documentation

Waiver requested due to the nature of the work. This is a materials testing contract and the required work is specialized enough and small enough not to warrant the use of sub consultants

John Forrester
Requested By (Department Director)

(Signature) City Engineer (Title) 2-23-2026 (Date)

251-208-7243
Telephone Number

forrester@cityofmobile.gov
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd Small Business Development Manager 2/23/2026
(Signature) (Title) (Date)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to All Traffic Solutions, Inc for four solar-powered radar speed signs for Traffic Engineering.

Amount of Contract:
$15,243.92

Funding Source
General fund

ATTACHMENTS:
1. 20260514 All Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 May 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 All Traffic Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to All Traffic Solutions, Inc for four solar-powered radar speed signs for Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,243.92

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
12386	2026	(2060) TRAFFIC ENGINEERING	FOUR SOLAR-POWERED RADAR SPEED SIGNS FOR TRAFFIC ENGINEERING (PRICE BELOW BID REQUIREMENT)	$15,243.92	(295489) ALL TRAFFIC SOLUTIONS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012368-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ALL TRAFFIC SOLUTIONS, INC	TRAFFIC ENGINEERING
12950 WORLDGATE DRIVE	852 GAYLE STREET
SUITE 310	
	MOBILE, AL 36604
HERNDON, VA 20170	JOANNA.ARNETT@CITYOFMOBILE.GOV
USA	
Tel#814-753-4561	
Fax 814-237-9006	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	295489				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE Q108676 AND THE SOURCEWELL CONTRACT 090122-ATS			
001	SHIELD 12B SPEED DISPLAY: BASE UNIT W/ MOUNTING BRACKET, CAN BE UPGRADED TO TRAFFICLOUD P/N 4000863	4.00 EACH	1549.02000	6196.08
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			6196.08
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	3 YEAR WARRANTY P/N 4001299	4.00 EACH	0.00000	0.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			.00

Bill To	Requisition 00012368-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
ALL TRAFFIC SOLUTIONS, INC 12950 WORLDGATE DRIVE SUITE 310 HERNDON, VA 20170 USA Tel#814-753-4561 Fax 814-237-9006	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.GOV Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	295489				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	TRAFFIC DATA COLLECTION: STORES VEHICLE STATISTICS LOCALLY FOR LATER ANALYSIS P/N 4000519	4.00 EACH	525.30000	2101.20
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			2101.20
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	VILOATOR ALERT: FLASHING STROBE HELPS DRAW ATTENTION TO THE	4.00 EACH	368.22000	1472.88

Bill To	Requisition 00012368-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
ALL TRAFFIC SOLUTIONS, INC 12950 WORLDGATE DRIVE SUITE 310 HERNDON, VA 20170 USA Tel#814-753-4561 Fax 814-237-9006	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.GOV Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	295489				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	DRIVER'S SPEED (DEFAULT WHITE UNLESS OTHERWISE SPECIFIED) P/N 4000520			
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			1472.88
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	INTEGRATED SOLAR POLE MOUNT BATTERY KIT (SH 12) 11.5 AH BATT, LFP CHARGER & SOLAR CONTROLLER	4.00 EACH	596.70000	2386.80
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			2386.80
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00012368-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
ALL TRAFFIC SOLUTIONS, INC 12950 WORLDGATE DRIVE SUITE 310 HERNDON, VA 20170 USA Tel#814-753-4561 Fax 814-237-9006	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.GOV Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	295489				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
006	SOLAR PANEL, 50W: INLUDES BRACKET FOR POLE AND HARNESS P/N 4000659	4.00 EACH	496.74000	1986.96
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			1986.96
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	VIOLATOR ALERT COLOR, BLUES (REQUIRES VIOLATOR ALERT 4000520)	4.00 EACH	150.00000	600.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			600.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00012368-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ALL TRAFFIC SOLUTIONS, INC	TRAFFIC ENGINEERING
12950 WORLDGATE DRIVE	852 GAYLE STREET
SUITE 310	
	MOBILE, AL 36604
HERNDON, VA 20170	JOANNA.ARNETT@CITYOFMOBILE.GOV
USA	
Tel#814-753-4561	
Fax 814-237-9006	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	295489				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
008	FREIGHT	1.00 EACH	500.00000	500.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			500.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 15243.92

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	15243.92	167593.72
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Bill To	Requisition 00012368-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
ALL TRAFFIC SOLUTIONS, INC 12950 WORLDGATE DRIVE SUITE 310 HERNDON, VA 20170 USA Tel#814-753-4561 Fax 814-237-9006	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.GOV Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/11/26	295489				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	05/14/26	DONALD ROSE	Auto approved by: 910518227		
	Approved	05/14/26	SANDRA LEWIS			
	Approved	05/14/26	STEVEN KRONINGER	Auto approved by: 910518227		
	Approved	05/14/26	SAMANTHA COOLEY	Auto approved by: 910518227		
	Approved	05/14/26	JAMES NEESE	Auto approved by: 910518227		
	Approved	05/14/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227		
	Approved	05/14/26	REBECCA CRUMPLER	Auto approved by: 910518227		
	Approved	05/14/26	ANNE FOLEY	Auto approved by: 910518227		
	Approved	05/14/26	JOHN PAINE	Auto approved by: 910518227		

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 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 annual renewal of Dataminr First Alert critical event discovery software for GCTC.

Amount of Contract:
$30,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260508 Carahsoft Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 May 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 annual renewal of Dataminr First Alert critical event discovery software for GCTC.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $30,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor 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
11777	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF DATAMINR FIRST ALERT CRITICAL EVENT DISCOVERY SOFTWARE FOR GCTC (BID EXEMPT AS SOFTWARE)	$30,000.00	(295556) CARAHSOFT

Adopted:

_____

City Clerk

Bill To	Requisition 00011777-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CARAHSOFT	GULF COAST TECHNOLOGY CENTER
11493 SUNSET HILLS ROAD	455 ST LOUIS ST. SUITE 2300
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	REBECCA.TURK@CITYOFMOBILE.ORG
Tel#7038718500	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	295556				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	LAW ENFORCEMENT SENSITIVE			
	LICENSE RENEWAL FOR EXISITNG SOFTWARE PER QUOTE #64000092.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	3.00 EACH	10000.00000	30000.00
	Additional Description Notes			
	LICENSE RENEWAL			
	DM-FASLG-IND-1 FIRST ALERT START DATE: JULY 1, 2026 END DATE: JUNE 30, 2027 Vendor Item Inventory Item/Loc 1723			
	1 1000.30.15.1502.1502.1502.0000.0000.42140.			30000.00

Bill To	Requisition 00011777-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	295556				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 30000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140. GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES	30000.00	919834.19

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/30/26	JASON SMITH	Reviewed and Approved
Approved	04/30/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	05/07/26	DONALD ROSE	Auto approved by: 9105fola
Approved	05/07/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/07/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/07/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	05/07/26	JAMES NEESE	Auto approved by: 9105fola
Approved	05/07/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	05/07/26	REBECCA CRUMPLER	Auto approved by: 9105fola

Bill To	Requisition 00011777-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	295556				GULF COAST TECHNOLOGY CENTE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/07/26	ANNE FOLEY			
	Approved	05/07/26	JOHN PAINE		Auto approved by: 9105fola	
	Approved	05/07/26	ANNE FOLEY		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Daphne Automotive LLC for one 2026 Hyundai Palisade XRT SUV for MPD.

Amount of Contract:
$48,684.00

Funding Source
Drug Enforcement fund

ATTACHMENTS:
1. 20260512 Daphne Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 May 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 Daphne Automotive LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Daphne Automotive LLC for one 2026 Hyundai Palisade XRT SUV for MPD.
Drug Enforcement Fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $48,684.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6048

How many bidders received bid packages (if applicable): 22 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor 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
9303	2026	(1530) POLICE ADMIN SERVICES	ONE 2026 HYUNDAI PALISADE XRT SUV FOR MPD (SEALED BID 6048)	$48,684.00	(300207) DAPHNE AUTOMOTIVE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009303-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 HYUNDAI PALISADE XRT VENDOR TO DELIVER A NEW 2026 HYUNDAI PALISADE XRT BLACK IN COLOR AS PER CITY OF MOBILE BID #6048 AND YOUR QUOTE	1.00 EACH	48684.00000	48684.00

Additional Description Notes

2025-year model or newer four-door SUV with equipment options as per the following MINIMUM specifications unless otherwise noted:

**The specs listed below are based on a 2026 Dodge Durango GT Plus AWD Hemi V8

ACCEPTABLE COLORS:

Diamond Black, Destroyer Gray, Green Machine, Night Moves, Red Oxide or Vapor Gray

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE - Under 15,000 miles

ENGINE - Minimum: 5.7-liter V8 engine

Bill To	Requisition 00009303-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
DAPHNE AUTOMOTIVE LLC
29732 FREDRICK BLVD

DAPHNE, AL 36526

Tel#2513771443

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

TRANSMISSION - eight-speed automatic transmission

DIRVETRAIN - All Wheel Drive with 3.09 Rear Axle Ratio

BRAKES - Heavy-Duty 4-Wheel Anti-Lock Brakes, Ready-Alert Braking

STEERING - Electric Power Steering

WHEELS - 20-Inch x 8.0-Inch Satin Carbon Split 5-Spoke Wheels, no hubcaps

TIRES - 265/50R20 BSW All-Season LRR Tires

SPARE TIRE - Compact Spare Tire

TOOLS - One wrench and one jack.

AIR CONDITIONING - A/C with 3-Zone Automatic Temperature Control, Rear A/C with heater

MIRRORS - Standard heated power side mirrors

LIGHTING - Bi-Function LED Projector Headlamps, LED Tail Lamps with Red Accents

KEYS / LOCKS - Push-Button Start, Remote Proximity Keyless Entry

TINTED WINDOWS - Darkest available tint on all windows.

WINDOWS - Power Front Windows with 1-Touch Up/Down

RADIO / MULTIMEDIA - Uconnect® 5 Nav with 10.1-Inch Touch Screen Display,

Bill To	Requisition 00009303-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
DAPHNE AUTOMOTIVE LLC
29732 FREDRICK BLVD

DAPHNE, AL 36526

Tel#2513771443

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Apple Car Play compatible, GPS Navigation			
	SEATS - Leather-Trimmed Bucket Seats, 2nd-Row 60 / 40-Fold and Tumble Bench Seat			
	FLOOR COVERING - Full Carpet Floor Covering, Front and Rear Floor Mats			
	SECURITY / SAFETY - Anti-theft system with alarm, Rear Back-up Camera, Remote-Start System, Blind-Spot and Cross-Path Detection, ParkSense Front and Rear Park-Assist			
	EMERGENCY LIGHTING - SEE APPENDIX A			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			48684.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 48684.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00009303-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Approved Page 4

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	E G-DRUG-ST .VEHICLEEXP. .		48684.00	.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	48684.00	2908582.82

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	04/27/26	JOHN PAINE	GL Allocation changed
Forward	03/10/26	JAMES BARBER	Automatic Forward to 910519885
Approved	03/11/26	RODNEY GREELEY	R.G.
Approved	03/11/26	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	03/11/26	WILLIAM JACKSON	Auto approved by: 910510512
Approved	03/11/26	MATTHEW GARRETT	Auto approved by: 910510512
Approved	03/11/26	WILLIAM REED	Auto approved by: 910510512
Forward	04/27/26	JAMES BARBER	Automatic Forward to 910519885
Approved	04/28/26	RODNEY GREELEY	R.G.
Approved	04/28/26	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	04/28/26	WILLIAM JACKSON	Auto approved by: 910510512
Approved	04/28/26	MATTHEW GARRETT	Auto approved by: 910510512
Approved	04/28/26	WILLIAM REED	Auto approved by: 910510512
Approved	03/11/26	AMBER ADAMS	
Approved	03/11/26	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	03/11/26	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	04/29/26	AMBER ADAMS	
Approved	04/29/26	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	04/29/26	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	05/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/11/26	SANDRA LEWIS	Auto approved by: 9105paij

Bill To	Requisition 00009303-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Approved Page 5

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/11/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	05/11/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	05/11/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	05/11/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	05/11/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	05/11/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	05/11/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6048
FOR
SUV PASSENGER VEHICLE

	PALISADE XRT PRO
Eastern Shore Hyundai	$48,684.00
LCM Motorcars	$53,170.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery: 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:
4/28/2026	6048	Public Works	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, May 8, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	SUV PASSENGER VEHICLE					
APPX 1-2	2026 or Newer HYUNDAI PALISADE XRT as per the following attached. Make _____ Model _____ Colors _____ Mileage _____ Delivery _____ Upon award, the City will purchase approximately one (1) or two (2) of the above vehicle. State whether the vehicle is in stock or must be ordered. No Red, Tan, or White color units will be acceptable. Include Certificate of Title in your bid price. State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or to be delivered within two (2) weeks of the bid opening, however will consider waiting for new unit. All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered.					
				TOTAL		

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http:// immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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 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. TO BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

2026-Year Model or Newer Four-Door SUV with Equipment Options as Per the Following MINIMUM Specifications Unless Otherwise Noted:

The specs listed below are based on a **2026 Hyundai Palisade XRT.**

ACCEPTABLE COLORS:

Abyss Black Pearl and Steel Graphite

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

ENGINE-Minimum: 3.8 Liter V6
TRANSMISISON-Electrically controlled Continuously Variable Transmission (ECVT) with Sequential Shift Mode
DRIVETRAIN-Front-Wheel Drive (FWD) or All-Wheel Drive (AWD)
BRAKES-Ventilated Front Disc Brakes
STEERING-Motor-Driven Power Steering (MDPS) System
WHEELS-20" Metallic or Dark Wheels, NO Hubcaps
TIRES-Sized to Match Above Wheels
SPARE TIRE-Compact Spare Tire *(Preferred but optional)*
TOOLS-One Wrench and One Jack
AIR CONDITIONING-Dual-Zone Automatic Climate Control with Air Filter
MIRRORS-Auto Dimming Side Mirrors with Indicators, and Auto Dimming Rearview Mirror
LIGHTING-BI-LED Headlights and LED Daytime Running Lights with Auto On/Off Feature
KEYS/LOCKS-Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS-Darkest Available Tint on All Windows
WINDOWS-Power Front Windows with 1-Touch Up/Down
RADIO/MULTIMEDIA-Minimum: Premium Audio with Navigation with 12.3-Inch Touchscreen, Apple CarPlay and Android Auto Compatible, Integrated Voice Command with Bluetooth or USB
SEATS-Black H-Tex® Trimmed Seats
FLOOR COVERING-Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY/SAFETY-Anti-Theft System with Alarm and Engine Immobilizer, Rear Back-Up Camera

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: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Gaines Utility Construction Company LLC, for storm drainage vegetation and debris removal - Industrial Park Drive to Montlimar Creek.

Amount of Contract:
$25,859.30

Funding Source
General fund

ATTACHMENTS:
1. 20260512 Gaines Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 May 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gaines Utility Construction Company LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Gaines Utility Construction Company LLC, for storm drainage vegetation and debris removal - Industrial Park Drive to Montlimar Creek.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $25,859.30

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
12363	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – INDUSTRIAL PARK DRIVE TO MONTLIMAR CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$25,859.30	(295242) GAINES UTILITY CONSTRUCTION COMPANY LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00012363-00 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 1

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC	PUBLIC WORKS ADMIN.
712 LAKESIDE DR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36693	ASHLEY.ADAMS@CITYOFMOBILE.ORG
UNITED STATES	

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
05/11/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-110 INDUSTRIAL PARK DR TO MONTLIMAR CREEK Additional Description Notes --- DISTRICT 4	1.00 EACH	25859.30000	25859.30
1	1000.40.20.2070.2096.2070.0000.0000.42155.			25859.30

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 25859.30

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	25859.30	2908582.82
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012363-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved Page 2

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC 712 LAKESIDE DR MOBILE, AL 36693 UNITED STATES	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
05/11/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/11/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/11/26	SHONNDA SMITH	
Approved	05/11/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/11/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/11/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/11/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/11/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/11/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/11/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/11/26	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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CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
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TRAFFIC CONTROL INFORMATION	EXHIBIT E
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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

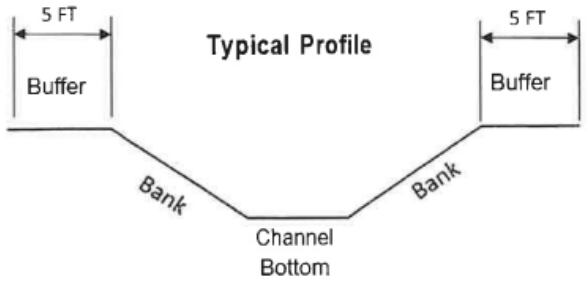
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

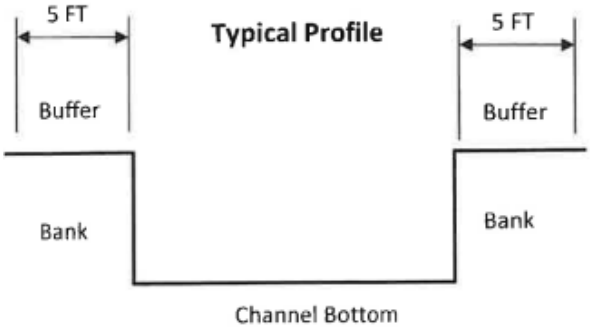
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



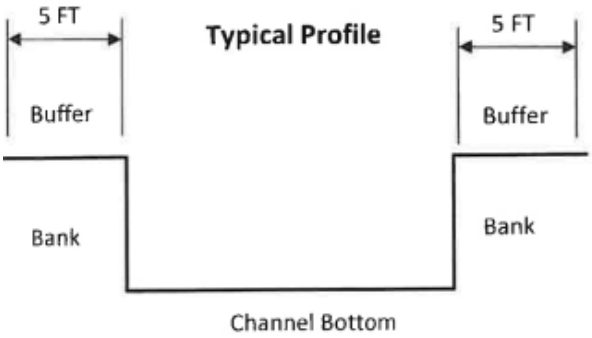
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



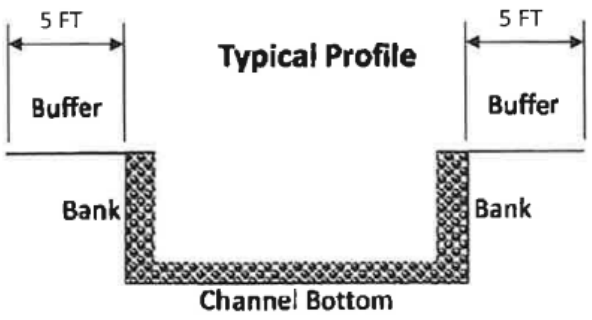
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



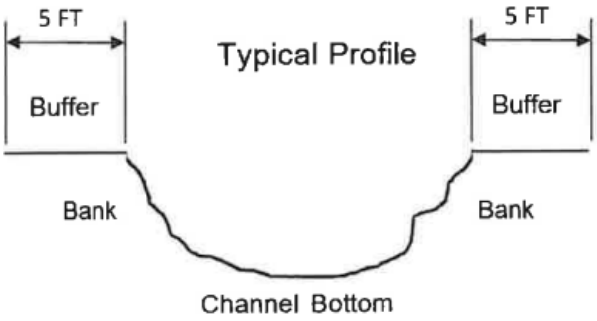
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Hughes 360 Services LLC, for storm drainage vegetation and debris removal - Berwyn Drive to South McGregor Avenue.

Amount of Contract:
$27.500.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260512 Hughes Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 May 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 Hughes 360 Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hughes 360 Services LLC, for storm drainage vegetation and debris removal - Berwyn Drive to South McGregor Avenue.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,500.00

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
12391	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – BERWYN DRIVE TO SOUTH MCGREGOR AVENUE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$27,500.00	(297767) HUGHES 360 SERVICES LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00012391-00 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
HUGHES 360 SERVICES LLC
203 N FLORIDA STREET

MOBILE, AL 36607

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
05/11/26	297767				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-107 BERWYN DR TO S MCGREGOR AVE Additional Description Notes --- DISTRICT 5	1.00 EACH	27500.00000	27500.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			27500.00

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 27500.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	27500.00	2908582.82
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012391-00 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
HUGHES 360 SERVICES LLC	PUBLIC WORKS ADMIN.
203 N FLORIDA STREET	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36607	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
05/11/26	297767				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/11/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/11/26	SHONNDA SMITH	
Approved	05/11/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/11/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/11/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/11/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/11/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/11/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/11/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/11/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND 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) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

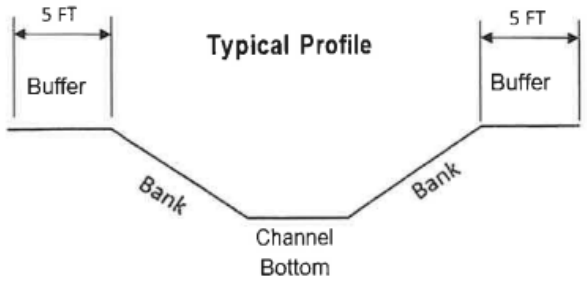
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

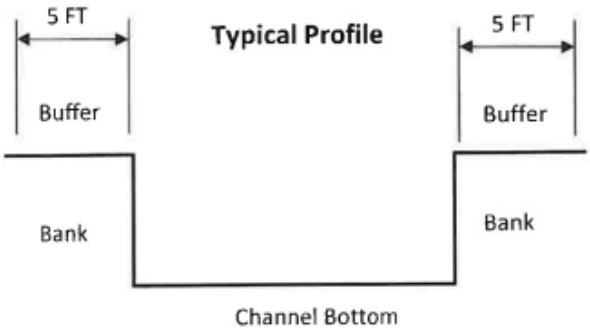
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



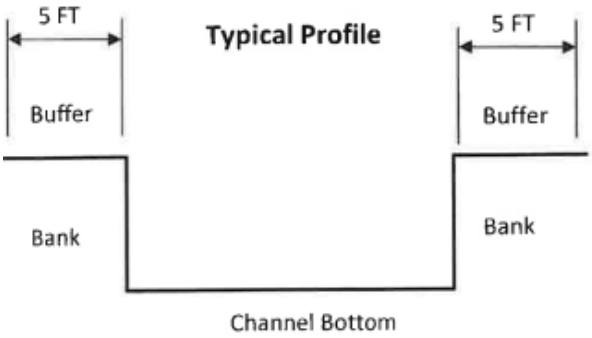
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



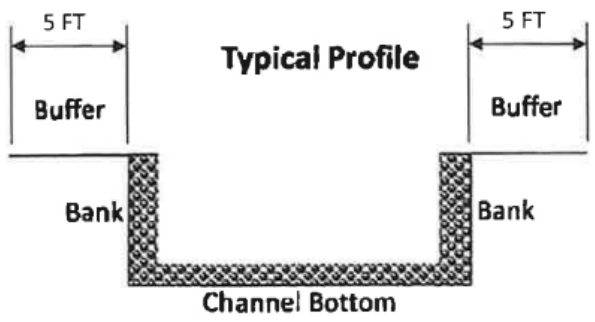
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



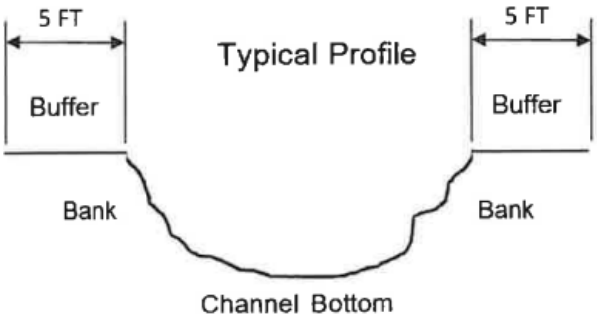
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for two new New Way 31 cubic yard side-load garbage trucks for Public Services.

Amount of Contract:
$794,530.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260514 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 May 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for two new New Way 31 cubic yard side-load garbage trucks for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $794,530.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor 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
11856	2026	(2050) FLEET MANAGEMENT-GARAGE	TWO NEW WAY 31 CU YD SIDE LOAD GARBAGE TRUCKS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$794,530.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011856-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	NEW WAY SIDEWINDER XTR AUTOMATED SIDE LDR AS FOLLOWS: NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER-31 CUBIC YARD CAPACITY; SEVERE DUTY REFUSE PACKAGE; HINGED FRONT SPLASH GUARDS; TROUGH CLEAN OUT TOOL; HOPPER SUMP CLEAN OUT CHUTE EXTENSIONS-LH/RH; RAKE TEETH BREAKER BAR; HYDRAULIC HOPPER COVER; HOPPER LADDER W/HANDLES; BROOM/SHOVEL HOLDER BRACKET; BODY PAINT-WHITE; CAUTION SAFETY DECAL-LOWER TAILGATE; LED WORK LIGHTS-ARM & HOPPER AREA; LED BEACON STROBE LIGHT-TAILGATE CENTER MOUNT;LED INTEGRATED STROBE LIGHTS-FRONT BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS; 7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW TO BE PROVIDED ON A NEW MACK LR CHASSIS AS PER YOUR QUOTE #SECQ9568 AND SOURCEWELL CONTRACT 110223-NWY Additional Description Notes --- NEW WAY SIDEWINDER XTR AUTOMATED SIDE LDR AS FOLLOWS: NEW WAY SIDEWINDER XTR AUTOMATED SIDE LOADER-31 CUBIC YARD CAPACITY; SEVERE DUTY REFUSE PACKAGE; HINGED FRONT SPLASH GUARDS; TROUGH CLEAN OUT TOOL;	2.00 EACH	397265.00000	794530.00

Bill To	Requisition 00011856-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	HOPPER SUMP CLEAN OUT CHUTE EXTENSIONS-LH/RH; RAKE TEETH BREAKER BAR; HYDRAULIC HOPPER COVER; HOPPER LADDER W/HANDLES; BROOM/SHOVEL HOLDER BRACKET; BODY PAINT-WHITE; CAUTION SAFETY DECAL-LOWER TAILGATE; LED WORK LIGHTS-ARM & HOPPER AREA; LED BEACON STROBE LIGHT-TAILGATE CENTER MOUNT;LED INTEGRATED STROBE LIGHTS-FRONT BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS; 7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW			
	AS REQUESTED BY 2090-TRASH			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			794530.00
	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 794530.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	794530.00	767271.78

Bill To	Requisition 00011856-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.GOV
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	190715				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES			

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	05/14/26	JOHN PAINE	GL Allocation changed
Approved	05/01/26	MATTHEW ANDERSON	
Approved	05/01/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/01/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/14/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/14/26	SHONNDA SMITH	
Approved	05/14/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/01/26	MATTHEW ANDERSON	
Approved	05/01/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/01/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/14/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	05/14/26	SHONNDA SMITH	
Approved	05/14/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/14/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/14/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/14/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/14/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/14/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/14/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/14/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/14/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/14/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

New Way

Refuse trucks

#110223-NWY
Maturity Date: 12/28/2027
Website: newwaytrucks.com/#sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

Find Your Distributor – New Way® Trucks
(nongovernment site)

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales Inc for two Ford F450 super crew 4x4 trucks with dump bodies for Stormwater.

Amount of Contract:
$166,816.00

Funding Source
General fund

ATTACHMENTS:
1. 20260512 Truck Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 19 May 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 Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales Inc for two Ford F450 super crew 4x4 trucks with dump bodies for Stormwater.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $166,816.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6047

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor 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
10801	2026	(2050) FLEET MANAGEMENT – GARAGE	TWO F450 SUPER CREW 4X4 TRUCKS WITH DUMP BODIES FOR STORMWATER (SEALED BID 6047)	$166,816.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010801-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	FORD F450 CREW CAB 4x4 CHASSIS CAB W/DUMP BODY AS FOLLOWS: XL 650A, SUPER CREW 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADION, BLUETOOTH, REAR VIEW CAMERA, TRAILER BRAKE CONTROLLER. WITH THE FOLLOWING OPTIONS: REAR CAMERA PREP KIT SPARE TIRE & WHEEL PLATFORM RUNNING BOARDS TRAILER BRAKE CONTROLLER EXTRA HEAVY SERVICE SUSPENSION PACKAGE WHEEL BASE OPTIONS: 203" WHEELBASE FOR BODY INSTALLATIONS-84" CAB TO AXLE DRIVE TRAIN OPTIONS: 7.3L V8 GAS ENGINE 4.88 REGULAR AXLE INTERIOR OPTIONS: 40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL) COLOR OPTIONS OXFORD WHITE TO HAVE KNAPHEIDE KDBDS-1116-B DROP SIDE DUMP BODY--138 BODY LENGTH, 95.88", 16" HIGH SIDES, 4 YARDS CAPAC PAINTED BLACK ELECTRIC DUAL ACTING SUBFRAME HOIST FOR 9'-11' DUMP BODY 24" SUB-FRAME EXTENSION FOR 11' & 12'BODY ON 84" CHASSIS 36171457 DUMP BODY RECEIVER HITCH FOR 9' & 11' WITH 21,000 LB HITCH	2.00 EACH	83408.00000	166816.00

Bill To	Requisition 00010801-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	ON FORD 2" COMBO HITCH DUMP BODY STRAIGHT 1/4 CAB PROTECTOR, FORD F450 4 CORNER STROBE SYSTEM AS PER CITY OF MOBILE BID #6047 AND OUR QUOTE			

Additional Description Notes

FORD F450 CREW CAB 4x4 CHASSIS CAB W/DUMP BODY AS FOLLOWS:

XL 650A, SUPER CREW 4x4, 7.3L V8 GAS ENGINE, 10 SPD AUTO TRANSMISSION, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADION, BLUETOOTH, REAR VIEW CAMERA, TRAILER BRAKE CONTROLLER.

WITH THE FOLLOWING OPTIONS:
REAR CAMERA PREP KIT
SPARE TIRE & WHEEL
PLATFORM RUNNING BOARDS
TRAILER BRAKE CONTROLLER
EXTRA HEAVY SERVICE SUSPENSION PACKAGE
SHIP THROUGH KNAPHEIDE

WHEEL BASE OPTIONS:
203" WHEELBASE FOR BODY INSTALLATIONS-84" CAB TO AXLE

DRIVE TRAIN OPTIONS:
7.3L V8 GAS ENGINE
4.88 REGULAR AXLE

INTERIOR OPTIONS:
40/20/40 VINYL SEATS-MEDIUM DARK SLATE (XL)

Bill To	Requisition 00010801-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	COLOR OPTIONS OXFORD WHITE			
	SUBLET: TRUCK EQUIPMENT SALES KNAPHEIDE KDBDS-1116-B DROP SIDE DUMP BODY--138 BODY LENGTH, 95.88", 16" HIGH SIDES, 4 YARDS CAPAC PAINTED BLACK KHR-1516SF-ED ELECTRIC DUAL ACTING SUBFRAME HOIST FOR 9'-11' DUMP BODY 12281390 24" SUB-FRAME EXTENSION FOR 11' & 12'BODY ON 84" CHASSIS 36171457 DUMP BODY RECEIVER HITCH FOR 9' & 11' WITH 21,000 LB HITCH ON FORD 2" COMBO HITCH KCP-025S19-B DUMP BODY STRAIGHT 1/4 CAB PROTECTOR, FORD F450 4 CORNER STROBE SYSTEM AS REQUESTED BY 2096-STORMWATER			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			166816.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00010801-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 4

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			166816.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	166816.00	369882.91
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	05/12/26	JOHN PAINE	Requisition item removed chang
CCancelled	05/12/26	JOHN PAINE	GL Allocation changed
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	04/14/26	MATTHEW ANDERSON	
Approved	04/14/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	04/14/26	CHERI BOUCHER	Auto approved by: 910516584
Queued	05/12/26	MATTHEW ANDERSON	BID
Queued	05/12/26	SHONNDA SMITH	BID
Queued	05/12/26	CHERI BOUCHER	BID
Pending		MATTHEW ANDERSON	BID
Pending		SHONNDA SMITH	BID
Pending		CHERI BOUCHER	BID
Pending		DONALD ROSE	BID
Pending		SANDRA LEWIS	BID
Pending		STEVEN KRONINGER	BID
Pending		SAMANTHA COOLEY	BID
Pending		JAMES NEESE	BID
Pending		PATRICIA KENNEDY-JONES	BID

Bill To	Requisition 00010801-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 5

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	REBECCA CRUMPLER	BID		
	Pending	ANNE FOLEY	BID		
	Pending	JOHN PAINE	BID		

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6047
FOR
2025 OR NEWER 16,000 GVW CREW CAB 4X4 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY

	TRUCK WITH BODY
Truck Equipment Sales	$83,408.00
Thompson Tractor Co	$100,368.26

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:
4/21/2026	6047	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, May 8, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	2025 OR NEWER 16,000 GVW CREW CAB 4 X 4 TRUCK WITH DROP SIDE CONTRACTOR DUMP BODY					
APPX 2-5	2025 or Newer 16,000 GVW Crew Cab 4 x 4 Truck with Drop Side Contractor Dump Body as per the following and ATTACHED MINIMUM Specifications.					
	Chassis: Make: _____ Model: _____					
	Body: Make: _____ Model: _____					
	Provide Literature and Specifications on product bid.					
	Upon award the City will purchase a minimum of two (2) 16,000 GVW Crew Cab 4 x 4 Truck with Drop Side Contractor Dump Body.					
	City desires that the height of the body loaded not to be more than 38 inches from the road surface.					
	Height of truck bed fully loaded above road surface: _____					
	Height of truck bed empty: _____					
	Furnish Factory Literature and Specifications.					
	Height of bed may be consideration in the award of this bid.					
	Colors ordered may be standard colors. Initial purchase will be white.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN 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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 Different prices for different colors not acceptable. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixtures. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Rear corner lights shall be separate mounts from rear lights. Vehicle(s) are to be delivered with four (4) sets of fully functional keys that include the electronics and are coded to start the vehicles. Include the price of Application for Certificate of Title in your bid price. All standard items as stated in your model Literature must remain on vehicle, not removed except as noted. City of Mobile Business License Required – See Item 14 (on reverse side) All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for					
			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					

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.

Vendor shall provide ALL Service and Parts Manuals for these vehicles for use by the City of Mobile.

Pricing shall be good for the model year bid. At the option of the City of Mobile and the Successful Vendor, the award of this bid may be extended for two (2) additional model years.

Be sure to sign and return this page including the terms and conditions on the reverse of Page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

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.

TO BE AWARDED ON A PER ITEM BASIS.

			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

SPECIFICATIONS FOR FORD F-450 CREW CAB TRUCK WITH DUMP BODY

Chassis:

- Ford F-450 or equal
- XL Super Crew
- 4x4
- 7.3L V8 Gas Engine
- 10-Speed Auto Transmission
- 16,500# GVWR
- 203" Wheelbase for Body Installations-84" Cab to Axle
- Power Windows & Door Locks
- Keyless Entry
- Cruise Control
- Vinyl Flooring
- Vinyl 40/20/40 Seat
- Bluetooth
- Rear View Camera
- Platform Running Boards
- Spare Tire & Wheel
- Trailer Brake Controller
- Extra Heavy Service Suspension
- 4.88 Regular Axle
- Oxford White

Body:

- White Knapheide KDBDS1116 Body or equal
- Dropside Contractor Dump Body
- Knapheide-1520-SF-ED Hoist or equal
- Corner strobes on body rear
- Receiver Hitch with 2" Pintle Combo Hitch
- 4" Oval step.

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: May 19, 2026

Submitted by:
Tiffany Hollins, Accountant III

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To reallocate $284,883.45 from unassigned Capital Improvement Funds to Capital Project E0040 Equipment-Fire Dept. to support the purchase of various capital equipment related items.

Amount of Contract:

Funding Source
Capital (2000)

ATTACHMENTS:
1. RESOLUTION-CAPITAL TRANSFER TO E0040 (MFRD)

REVIEWERS:
Tiffany Hollins
Brenda Rhodes
Donna Bryars
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $284,883.45 of unassigned funds in the Capital Improvement Fund (2000) be reallocated to Capital Project E0040 Equipment-Fire Dept., within the Capital Improvement Fund (2000). These funds were a portion of the EMAC Reimbursement Package to the Mobile Fire-Rescue Department and will be used to support the purchase of various capital equipment related items for the department.

ADOPTED:

_____

CITY CLERK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Tiffany Hollins, Accountant III

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To reallocate $276,674.00 of unassigned funds in the Capital Improvement Fund (2000) to General Fund Account #10041510-45040, Fleet Vehicles, in the General Fund (1000), to support the purchase of a panel truck for the department.

Amount of Contract:

Funding Source
Capital (2000)

ATTACHMENTS:
1. RESOLUTION-CAPITAL TRANSFER TO GF (MFRD-PANEL TRUCK)

REVIEWERS:
Tiffany Hollins
Brenda Rhodes
Donna Bryars
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $276,674.00 of unassigned funds in the Capital Improvement Fund (2000) be reallocated to General Fund Account #10041510-45040, Fleet Vehicles, in the General Fund (1000). These funds were a portion of the EMAC Reimbursement Package to the Mobile Fire-Rescue Department and will be used to purchase a Panel Truck for the department.

ADOPTED:

_____

CITY CLERK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Jenyia Rocker

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Contract with Letters to Cleo Inc., for musical performance services for May 30, 2026, Gulf Coast Grooves concert.

Amount of Contract:
$26,700.00

Funding Source
General fund

ATTACHMENTS:
1. 2026 Cleo eventsl Agenda Package

REVIEWERS:
Donald Rose
Cherlina Monteiro
Donna Bryars
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: May 12 or 19, 2026 (Date) Item No. _____

Submitted by: Events (Department) Jenyia Rocker (Department Head)

Sponsored by: Mayor Spiro Cheriogotis (Name) _____ (Title)

Reviewed by: Shonnda Smith (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Letters to Cleo Inc.

PURPOSE & SCOPE OF PROJECT:

Contract with Letters to Cleo Inc., for musical performance services for May 30, 2026, Gulf Coast Grooves concert.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,700.00

FUNDING SOURCE:

Budget Item: General fund Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as professional services

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

.

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 City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Letters to Cleo Inc., for musical artist performance services for the May 30, 2026, Gulf Coast Grooves concert, in an amount of $26,700.00, as appropriated funds are available, 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.

Adopted:

_____
City Clerk

| *(310) 407-0200* | *(310) 407-0200 FAX*

LETTERS TO CLEO | Gulf Coast Grooves | Mobile, AL | Sat, May 30, 2026

Tim Beeding | tim.beeding@teamwass.com

THIS PERFORMANCE CONTRACT is dated Wednesday, February 4, 2026 by and between LETTERS TO CLEO INC. ("COMPANY"), which shall furnish the services of LETTERS TO CLEO ("ARTIST"), and CITY OF MOBILE ("PURCHASER") for the engagement listed below on the terms and conditions set forth in this Agreement.

This Performance Contract between COMPANY and PURCHASER consists of this principal agreement together with the Additional Terms and Conditions, ARTIST'S RIDER (if any) and any other exhibits and addenda which are attached hereto and incorporated herein by this reference (collectively, this "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and COMPANY hereby agree as follows:

1. **ENGAGEMENT / VENUE:**

VENUE:	Gulf Coast Grooves (the "Venue")
ADDRESS:	Mardi Gras Park 104-148 S Royal St Mobile, AL 36602 United States
DATE OF SHOW:	Saturday, May 30, 2026 ARTIST to Headline/Close the Main Stage. Any changes subject to final approval by AGENT/ARTIST Management. (the "Date of Engagement")
DOORS:	5:00PM
SUPPORT:	6:15PM - East Star All-Stars
ARTIST TIME:	7:30PM - LETTERS TO CLEO (1 x 90 min. set)
CURFEW:	11:00PM
AGES:	All Ages

2. **COMPENSATION:**

$ 26,700.00 guaranteed to ARTIST (the "Guarantee").

Flat Guarantee.

PURCHASER to provide and pay for Basic Hospitality (snacks, dinks, etc - NO Meals) per advance.

3. **PAYMENT TERMS:**

PURCHASER shall pay $ 13,350.00 to WASSERMAN MUSIC, LLC at reciept of FEC, COI, W9, Invoice, and City of Mobile regsitration.

PURCHASER shall pay $ 13,350.00 (the "Balance") to WASSERMAN MUSIC, LLC no later than Saturday, May 30, 2026 All payments to be made to Wasserman Music, LLC hereunder shall be payable by bank wire to:

Wasserman Music, LLC
ACCT: 712339560
ABA: WIRE:021000021 ACH:322271627
SWIFT CODE: CHASUS33

JPMorgan Chase
New York, NY 10017

The balance of the Guarantee shall be paid to and in the name of ARTIST COMPANY by cash or cashier's check not later than the evening of the Engagement. If the percentage of gross ticket receipts exceed the Guarantee, the overage amount due shall be paid in full to ARTIST COMPANY in cash or by cashier's check or bank wire (as designated by ARTIST COMPANY) immediately following the Engagement.

4. **PRODUCTION:**

PURCHASER to provide and pay for Sound and Lights, approved by ARTIST.

5. **OTHER PROVISION(S):**

MARKETING:	Artist's marketing obligations subject to the separate written approval of Artist's management.

| *(310) 407-0200* | *(310) 407-0200 FAX*

LETTERS TO CLEO | Sat, May 30, 2026

Tim Beeding | tim.beeding@teamwass.com

6. **BILLING:**

100% Headline

ARTIST billing must be approved by Agent.

7. **TICKET SCALING AND PRICES:**

DESCRIPTION		QUANTITY	COMP	PRICE	TOTAL	
FREE Admission		5,000	-	0.00	0.00	
CAP: 50,000	**TOTALS:**	5,000	0		**$ 0.00**	**GROSS POTENTIAL**
					$ 0.00	**NET POTENTIAL**

8. **DEDUCTIONS:**

DEDUCTIONS	EXC/INC	PRICE	TYPE	TOTAL	
		-- N/A --			
				$ 0.00	**DEDUCTIONS**

9. **TAXES:**

TAXES	AMOUNT	TYPE	TOTAL	
	-- N/A --			
			$ 0.00	**TAXES**

10. **MERCHANDISE:**

ARTIST must have Alabama Business License to sell Merchandise.

Soft Rate (to ARTIST): 100%
Hard Rates (to ARTIST): 100%
Who Sells: ARTIST

Merch Limits: None.

PURCHASER hereby confirms by this reference that the merch rates as outlined in this Agreement are greater than, or equal to, the best rates ever offered to any other Artist at this Venue ("MFN Merch Rates"). However, if the Artist's merch rates indicated are not MFN Merch Rates, the PURCHASER agrees to cause the Venue to adjust the Artist's rates to match its MFN Merch Rates.

11. **CONTACT DETAILS:**

ARTIST:
LETTERS TO CLEO
Letters To Cleo Inc.
69 Hillside Road
Watertown, MA 02472

PROMOTER:
Degy Booking International, Inc.
9826 Montpellier Drive
Delray Beach, FL 33446
Jeff Hyman
732-818-9600 x2
jeff@degy.com

PURCHASER:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

With a copy to:
City of Mobile
Legal Department

P.O. Box 1827
Mobile, AL 36633

| *(310) 407-0200* | *(310) 407-0200 FAX*

LETTERS TO CLEO | Sat, May 30, 2026

Tim Beeding | tim.beeding@teamwass.com

12. **ATTACHMENTS:**

The Additional Terms & Conditions, Artist rider, and any Company addenda attached hereto form a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IMPORTANT: ONE COMPLETE COPY of this contract and rider, signed by the PURCHASER, must be received by Wasserman Music via email, fax, or mail, no later than Friday, May 8, 2026.

PURCHASER

City of Mobile
P.O Box 1827
Mobile, AL 36633
Federal Tax ID:

Signature:

Print Name: Spiro N. Cheriogotis

Title/Position: Mayor

COMPANY

Letters To Cleo Inc.
69 Hillside Road
Watertown, MA 02472
Federal Tax ID: 04-3247566

Signature: Michael Creamer

Print Name: Michael Creamer

Title/Position: Manager

Exhibit "A" **WASSERMAN MUSIC ADDITIONAL TERMS & CONDITIONS For FESTIVAL PERFORMANCES**

Throughout this Exhibit A, references to "Facing Pages" shall mean the pages issued by Wasserman Music, LLC ("Agent") to which this Exhibit A is attached. Company's production and hospitality riders are collectively referred to herein as the "Artist Rider".

1. VENUE AND PRODUCTION:

1.1 Purchaser shall not change the date or Venue set forth on the Facing Pages for Artist's appearance at the Event (hereinafter, the "Performance") without Company's prior written consent, which may be withheld in Company's sole discretion, as applicable.

1.2 Purchaser hereby agrees to carry, maintain, and pay for all necessary licenses as required by ASCAP/BMI and/or SESAC.

1.3 Purchaser will be solely responsible for reserving, securing, and providing the Venue for the Performance. Purchaser will provide and pay for any and all production elements and backline set forth on the Facing Page and in the Artist Rider, together with any and all additional elements as necessary to produce a first-class event, including, without limitation, a suitable Venue, lighted, clean and in good working order, an appropriate performance area free and clear of interruption, all necessary electricians and stage hands and stage equipment, all necessary first-class sound and lighting equipment, all necessary Venue personnel, and appropriate and sufficient advertising in all media.

1.4. Purchaser shall check all Purchaser-provided equipment that is material to Artist's Performance (including, but not limited to, soundboard, monitors, public-address-system, lights) for defects and to ensure proper functioning prior to the Performance. If, after receiving notice from Company, Purchaser fails to cure any such malfunction in Purchaser-provided equipment prior to Artist's originally scheduled set time, Company shall have the right to cancel or shorten the Performance hereunder. For purposes of this paragraph, notice may be given orally or in writing (including by email or text).

1.5 Company and Artist shall have the sole and exclusive control over any and all creative elements of the Performance hereunder. Company and Artist shall have the sole right, as Company and/or Artist sees fit, to designate and/or change at any time the performing personnel other than the Artist herein specifically named.

2. ENGAGEMENT:

2.1 Provided Purchaser is not in breach of any of the terms of this Agreement, Company will cause Artist to perform for the Performance in accordance with the terms of this Agreement. Artist's set length and performance order will be as set forth on the Facing Pages. Artist's load-in, sound check, and rehearsal times will be as set forth on the Facing Pages unless otherwise mutually agreed by the parties in writing per advance. Artist's Performance, together with all other performances at the concert(s) or other event(s) described on the Facing Pages, are hereinafter collectively referred to as the "Event."

2.2 Purchaser hereby acknowledges that, except as otherwise expressly set forth herein, each and every payment made by Purchaser hereunder is non-refundable.

3. Omitted

4. LINE-UP, BILLING, AND PROMOTION:

4.1 Unless otherwise expressly agreed in writing by Company, Purchaser must obtain Company's written authorization prior to any: (a) announcement of Artist's Performance; and (b) use of Artist's name, likeness and/or logos for the production and/or dissemination of any of all advertisements and promotional material (including flyer design). Such approval shall not be unreasonably withheld or delayed.

4.2 Conditioned upon: (a) Purchaser's timely payment and Agent's receipt of the Deposit (and any other payments due to Company and/or Artist hereunder); Company hereby grants Purchaser the limited right to use artist's approved name, image, logo, and/or voice (hereinafter, the "Artist Materials") in all Event advertising (including, without limitation, poster, flyer, Internet, radio, TV, social media and print advertising), solely for purposes of advertising, marketing and promoting the Event and the sale of tickets with respect thereto, and subject in each instance to Company's prior written approval. Purchaser may only use the Artist Materials provided by Company hereunder unless otherwise agreed by Company in writing. Purchaser further acknowledges that Company's grant of the right to use the Artist Materials to promote the Event constitutes a value given in consideration of any and all Compensation payable to Company hereunder.

4.3 Artist shall receive billing as provided on the Facing Pages or as mutually agreed in writing between the parties hereto, including, without limitation, in all materials and media disseminated by Purchaser to the press and public.

4.4 The City of mobile is the sole sponsor of this event.

4.5 Purchaser shall use best efforts to promote the Performance in accordance with standard industry practices. The costs of promotion shall be borne solely by Purchaser.

5. COMPENSATION:

5.1 (a) As used in this Agreement, the term "Compensation" means any amount(s) payable to Company under this Agreement, including, without limitation, the Guarantee, contingent compensation (including, without limitation, any overages, so-called "back-end," and bonus payments), expense reimbursements, buyouts, and any compensation payable under a zero guarantee deal. Purchaser shall pay all Compensation (as hereinafter defined) in accordance with the Payment Terms of the Facing Pages. Wire origination transfer fees are the sole responsibility of Purchaser and shall not be deducted from the Deposit or other Compensation hereunder.

(b) All Compensation due hereunder must be paid in accordance with the terms set forth in the Facing Pages hereof. In the event that Company instructs Purchaser to pay any portion of Compensation to Wasserman Music, LLC ("Agent"), such payment as aforesaid shall be made as an accommodation to Company. Company and Purchaser acknowledge and agree that Agent is not a beneficiary of or party to this Agreement. Such payment

to Agent shall constitute payment to Company for all purposes of this Agreement and Purchaser will have no liability to Agent by reason of any erroneous payment Purchaser may make or failure to comply with such authorization. Company shall indemnify and hold Purchaser harmless against any claims asserted against Purchaser by reason of any such payment made pursuant to the terms of this paragraph 5.1(b).

(c) Purchaser shall not make any cash payments to Company, Artist, and/or Agent under this Agreement.

5.2 Intentionally Omitted.

5.3 Intentionally Omitted.

5.4 Intentionally Omitted.

6. TAXES, VISAS AND WORK PERMITS:

6.1 Omitted

6.2 Omitted

6.3 Omitted

6.4 Company shall be entitled to full payment of the Compensation if the Performance cannot be presented or is cancelled due to Purchaser's failure for any reason to obtain and/or maintain any approvals, permits and/or permissions from any applicable governmental or other applicable local authority.

7. MERCHANDISE:

7.1 PRODUCER shall have the exclusive right to sell any and all types of merchandise, including, but not limited to articles of clothing (i.e., T-shirts, hats, etc.), posters, stickers, and similar items, at the VENUE, withiout any participation in the proceeds by PURCHASER. As a condition precedent to engaging in any such sales, PRODUCER shall obtain and maintain, at its sole cost and expense, all required business licenses and permits, including a business license issued by PURCHASER, and shall comply with all applicable federal, state, and local laws and regulations.

7.2 Omitted

8. RECORDING:

8.1 **Company's Recording:** Purchaser hereby acknowledges and agrees that Company and/or anyone engaged, authorized, employed or supervised by Company, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event including the Performance hereunder ("Recordings"), in whole or in part, in any manner or media, and all rights, title and interest to such Recordings from the inception

of recording thereof, and all copies manufactured therefrom, including, without limitation, the copyrights thereto and the images and/or performances embodied thereon, shall be the sole property of Company or Company's designees, throughout the world, free from any claims whatsoever by Purchaser or any third party. Neither Company, Artist nor Company's or Artist's designee shall have any obligation to obtain permission from or provide credit to Purchaser, except as otherwise required by law.

8.2 **Other Recordings:**

(a) Nor Company shall be obligated to return any monies previously paid by Purchaser under the Agreement.

(b) Omitted

(c) Omitted

9. Omitted

9.2 **Force Majeure:**

(a) Notwithstanding anything to the contrary contained herein, the Performance may be cancelled by either party due to any cause or occurrence beyond the reasonable control of the parties hereto that renders the Performance hereunder impossible or unsafe (each, a "Force Majeure Event"). A "Force Majeure Event" includes, without limitation: acts of God; severe or dangerous weather; acts of war; riot; fire; explosion; accident; flood; sabotage or terrorist act (or credible threat thereof); transportation failure or delay; then-current laws, court orders, regulations, requirements, or other governmental actions, including those related to communicable diseases, epidemics, pandemics or other dangers to public health, that ban or substantially limit mass gatherings, restrict travel to or from the market, cause a closure of the Venue, or otherwise substantially interfere with presentation of the Performance; an Air Quality Index ("AQI") reading at the location of the Performance which is determined by local authorities to be unhealthy for the general public to gather at the Performance, injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment), severe or terminal illness, accident, or death to Artist or essential crew member or the death or terminal illness of a member of Artist's family (including domestic partners), technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties hereto. Neither Company nor Artist shall be held liable for any losses, costs or damages whatsoever suffered by Purchaser due to Artist's failure to perform as a result of a Force Majeure Event. Determinations regarding unsafe conditions, including weather or air quality conditions, shall be based upon the advisories, orders, or determinations of applicable governmental authorities, emergency mangament officials, or other competent public safety authorities having jurisdiction over the venue.

(b) In the event that all or a portion of the Performance is cancelled due to a Force Majeure Event and but for the occurrence of such Force Majeure Event, Artist is willing and able to perform (regardless of Artist's location at the time of such cancellation), Company shall be entitled to retain or receive, as applicable, within fifteen (15) days of the cancelled Performance, one hundred percent (100%) of the Compensation payable hereunder.

(c) Omitted

(d) Omitted

(e) Omitted

10. Omitted

11. WARRANTIES, REPRESENTATIONS, INDEMNIFICATION:

11.1 Purchaser hereby represents and warrants that: (a) Purchaser has the full right, power and authority to enter into this Agreement and perform all of Purchaser's obligations hereunder; (b) Purchaser shall comply with all laws and regulations of any applicable jurisdiction at all times, including, without limitation, all regulations and requirements of any union(s) that may have jurisdiction over any of the performance materials, facilities or personnel to be furnished by Company hereunder.

11.2 Omitted

11.3 Omitted

12. Omitted

13. MISCELLANEOUS:

13.1 This Agreement sets forth the entire understanding between the parties, oral or written, regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations or understandings between the parties. No amendment, modification, or waiver of these Terms will be valid unless set forth in a written instrument signed by both parties hereto. Should any portion of this Agreement be deemed null and void under the law, the remainder shall remain in full force and effect.

13.2 Omitted

13.3 Nothing herein shall be construed as to constitute the parties hereto as a partnership or joint venture, nor to make Company and/or Artist liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof or otherwise.

13.4 This contract shall be governed by and construed under the laws and judicial decisions of the State of Alabama. All claims and disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of the State of Alabama (state and federal) located in

Mobile County; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder. The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for outside attorneys and expert witnesses) incurred with respect to the bringing and maintaining of any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

13.5 Wasserman Music, LLC acts solely as agent for Artist and/or Company in connection with this Agreement and shall not be deemed a party to this Agreement or responsible for the performance of PRODUCER or ARTIST hereunder. Except to the extent arising from the negligence or willful misconduct of Wasserman Music, LLC, PURCHASER and ARTIST agree that Waserman Music, LLC shall not be liable for claimes arising solely out of the acts or omissions of PURCHASER or PRODUCER/ARTIST in connection with this agreement.

13.6 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The counterparts of this Agreement may be executed and delivered by electronic or digital means and the receiving party may rely on the receipt of the electronically or digitally signed or delivered document as a binding and enforceable agreement. Facsimile and/or scanned copies hereof shall be deemed to be originals.

13.7 Neither party shall the right to transfer or assign this Agreement or any rights, interests or obligations without the written consent of the other party.

13.8 THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO.

13.9 To the extent that any terms contained in the Facing Pages of this Agreement conflict with those contained in these Additional Terms and Conditions, the terms in the Facing Pages shall control and supersede.

Addendum No. 1

This Addendum No. 1 ("Addendum") is attached to and incorporated into that certain Performance Agreement (the "Agreement") by and between Letters to Cleo/Letters to Cleo, Inc. ("Artist/Company") and the City of Mobile, Alabama ("Purchaser").

This Addendum is made a part of the Agreement as if fully set forth therein and shall be deemed incorporated into the Agreement upon execution by the parties.

In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

The following clauses should be incorporated into the Artist/Company Agreement with Easy Star All stars:

I. Insurance

Company/Artist shall acquire and maintain in full force and effect, EVENT liability and comprehensive insurance, in an amount of $1,000,000.00, issued by a Company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured by an agent licensed and qualified to do business in the state of Alabama. All policies, except workers' compensation, shall be Primary and Non-contributory with any other Insurance in force or which may be purchased by Additional Insured. Said certificate shall require that said insurance coverage will not be altered or terminated unless the Purchaser shall be given written notice of such alteration or termination delivered to the Purchaser not less than thirty (30) days before the effective date of such alteration or termination. Waiver of Subrogation applies in favor of the City of Mobile with respect to all policy coverage. Contractor shall furnish a Certificate of Insurance and endorsements evidencing such coverage prior to commencement of services and attach to this contract prior to execution

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Company's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

II. Indemnity:

Notwithstanding any provision to the contrary, the City and Artist agree that neither party shall be required to indemnify, defend, or hold harmless the other party, its officers, officials, employees, agents, or representatives from any claims, damages, losses, or liabilities arising out of or related to this Agreement.

Each party shall be responsible for its own acts, omissions, and legal obligations to the extent provided under applicable law. Nothing in this Agreement shall be construed to expand, limit, or waive any immunities, defenses, or protections available to either party under applicable federal, state, or local law.

III. No Recording/Broadcast

Except as provided below, the Purchaser shall not record, film, livestream, broadcast, or otherwise reproduce the Performance for commercial distribution or rebroadcast without the prior written consent of Artist or Artist's authorized representative. Notwithstanding the foregoing, the Purchaser may photograph, film, and record portions of the Event and Performance for non-commercial governmental purposes, including but not limited to public information, archival documentation, press coverage, and promotion of the event, provided that such use does not imply endorsement by the Artist/Company of the Purchaser.

Purchaser shall make reasonable efforts to prevent professional recording or commercial exploitation of the Performance by third parties. Unauthorized recordings by individual attendees using personal devices shall not constitute a breach of this Agreement so long as the Purchaser has not authorized such recording. If unauthorized professional recording or broadcasting occurs, the Purchaser shall use reasonable efforts to address the issue promptly upon notice.

IV. OBJECTIONABLE PERFORMANCES OR PERSONS

ARTIST/COMPANY agrees that no performance, exhibition, or activity of any kind whatsoever shall be given, held, displayed, or permitted to exist or continue at the venue which shall be objected to by the PURCHASER. Lyrics to original songs publicly released as of the date of this Agreement are deemed approved. The PURCHASER shall have the right to cause such performance, exhibition, entertainment, or activity to be immediately terminated without liability to THE PURCHASER for such termination. THE PURCHASER reserves the right to remove from the venue any person or persons deemed by it to be objectionable, and upon exercise of this right by THE PURCHASER, ARTIST/COMPANY waives any and all claims for damages against THE PURCHASER.

V. CANCELLATION

Unless stipulated to the contrary in writing, Purchaser agrees that Producer/Artist may cancel the engagement hereunder without liability by giving the Purchaser thirty(30) days prior to the commencement date of the engagement hereunder; however, Producer shall reimburse documented, non-recoverable expenses incurred in reliance on this agreement. Subject to the foregoing, upon such termination the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement**.** In the

event the Purchaser/Producer cancels the engagement within thirty (30) days of the commencement date of the engagement; Artist shall be entitled to the full guarantee.

VI. COPYRIGHTED MATERIALS

With respect to any Event at the premises, Artis/Company shall comply fully with all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "WORKS"), and to the protection of the intellectual property rights associated with such WORKS. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such WORKS, and Artist/Company agrees hereby to make any and all such payments to third-party owners of such WORKS, and Artist/Company agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such WORKS within Artist's live performance at the Event. Purchaser shall be responsible for procuring and paying for any and all applicable licenses, permission, clearances, etc. that are requisite to Purchaser's exploitation of the rights granted in Section III herein above.

VII. Security

Purchaser shall be responsible for arranging for appropriate security measures for the Event, which may include law enforcement personnel assigned by Purchaser, in order to maintain orderly crowd conditions and promote the safety of Artist, Artist's crew, personnel, equipment, and attendees at the Venue.

Purchaser shall determine the type, number, and placement of security personnel and any stage barricades or crowd control measures, taking into consideration the nature and anticipated attendance of the Event and, where reasonable, any security-related specifications set forth in the Artist Rider; provided, however, that Purchaser shall retain final authority over all security and crowd control arrangements.

All security personnel assigned to the Event, including law enforcement officers, shall act under the direction and control of Purchaser and in accordance with applicable laws and public safety protocols. Nothing in this Agreement shall limit or restrict the authority of law enforcement, fire, emergency management, or other public safety officials to enforce applicable laws, regulations, or safety directives at the Event.

VIII. Default

(A) EVENTS OF DEFAULT

For purposes of this Agreement, an "Event of Default" shall include, but not be limited to, the following: (i)failure of Artist or Company to appear and perform at the Event in accordance with the terms of this Agreement; (ii)failure of either party to perform any material obligation required under this Agreement; (iii) failure to comply with applicable federal, state, or local laws, ordinances, regulations, or permit requirements applicable to the Event or Performance; (iv) misrepresentation or falsification of material information provided in connection with this Agreement; (v) failure to maintain any insurance coverage required under this Agreement; (vi) unauthorized assignment or transfer of this Agreement without the prior written consent of the other party; (vii) failure to cure a material breach within the time permitted following written notice from the non-breaching party.

Artist's failure to appear and perform at the scheduled Event and Purchaser's default, except where excused under the Force Majeure provisions and Purchaser's Breach of this Agreement, shall constitute a material breach of this Agreement and shall not be subject to cure unless the parties mutually agree in writing to reschedule the Performance.

(B) EFFECT OF DEFAULT

Upon the occurrence of an Event of Default, the non-breaching party shall have the right to pursue any remedies available at law or in equity, including the right to terminate this Agreement upon written notice to the breaching party.

If this Agreement is terminated due to an Event of Default by Artist or Company resulting in the failure of Artist to perform, Purchaser shall be entitled to the return of any payments previously made under this Agreement, except for bona fide, documented, non-refundable expenses reasonably incurred by Artist in preparation for the Performance and approved by Purchaser.

Nothing herein shall limit the rights of either party to seek damages or other relief as permitted by law.

(C) OPPORTUNITY TO CURE

Except where immediate termination is warranted due to a material breach that cannot reasonably be cured prior to the scheduled Performance, the non-breaching party shall provide written notice of the alleged breach and allow the breaching party written notice of the alleged breach and allow the breaching party five (5) business days following receipt of such notice to cure the breach.

If the breach is not cured within as specified in the written notice, the non-breaching party may terminate this Agreement or pursue any other remedies available under this Agreement or applicable law. Any cure period shall not extend beyond the scheduled date of the Performance unless the parties mutually agree in writing to reschedule the Event.

IX. Notice

Any notice, demand, communication, or request required or permitted hereunder shall be in

writing and delivered in person or by certified mail, return receipt requested as follows:

If to Purchaser:

City of Mobile-City Clerk
PO BOx 1827
Mobile, AL 36633

If to Artist/Company:
Letters to Cleo, Inc.
69 Hillside Road
Watertown, MA 02472

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

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

X. Non-Discrimination:

Company/Artist shall comply with all Federal, State, and local laws concerning non-discrimination, 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, cred, color, national origin or disability.

XI. Immigration:

By signing this Agreement, Artist affirms, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ and unauthorized alien within the state of Alabama.

XII. Anti-Boycott:

Company and Artist agrees and represents 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.

letters to cleo

2025 Rider

http://www.letterstocleo.net/

Contact Info
Letters To Cleo Inc.
69 Hillside Road
Watertown, MA 02472
Tax ID #: 04-3247566

Management:
Michael Creamer
creamermgt@gmail.com
Creamer Management
(617) 780-5295

Booking Agent:
Larry Webman
LWebman@teamwass.com
Wasserman Music
Agency212-897-6400
(917) 496-4900

CONTENTS

Page 2 – Load-in / Sound-check / Personnel / Parking
Page 3 & 4 – Dressing Rooms / Security / Catering
Page 5 – FOH / Monitors / PA
Page 6 – Backline
Page 7 – Input List

Advance Contact:

Michael Creamer

617 780 5295

letters to cleo

LOAD IN / SOUNDCHECK

• LOAD IN will take place at least three (3) hours before SOUNDCHECK. • SOUNDCHECK will take place at least two (2) Hours before doors. • PURCHASER agrees to make all parties aware of this schedule and to coordinate crew calls and breaks accordingly to allow sound check to take place without interruption.

• SOUNDCHECK is closed to the public and limited strictly to ARTIST'S touring personnel and venue personnel working directly with ARTIST and crew. Nonessential staff shall not be allowed to enter place of performance until sound check has been completed to ARTIST'S satisfaction without express permission from ARTIST, Tour Manager or Production Manager.

• Doors will not open until ARTIST's Tour Manager gives permission. • It is understood that once ARTIST'S equipment is set up, it will not be moved or relocated.

PERSONNEL

• PURCHASER will provide a minimum of three (3) able bodied loaders at LOAD IN and LOAD OUT. Loaders will remain available until ARTIST'S Crew or Production Manager approve their release from duty.

• PURCHASER shall provide professional loaders, stagehands, riggers, sound techs, etc. in sufficient in number and capability to mount the ARTIST's show in a timely and efficient manner.

• ALL working personnel will be under the direction of ARTIST's Tour Manager in coordination with venue manager from the time of Load-in till the end of Load-out.

PARKING

Where applicable, ARTIST will require reserved parking PRIOR to their arrival at no charge.

• One (1) 15-Passenger Van

• Additional vehicles per advance

letters to cleo



DRESSING ROOMS
PURCHASER to provide:

- Purchaser shall provide agreed upon dressing area as discussed with Company/Artist.

SECURITY
It is the responsibility of the PURCHASER to insure that a safe environment is provided for the band and their crew. PURCHASER shall provide properly trained security personnel to ensure the safety of ARTIST, their personnel, equipment, guests and the audience at all times from load-in until the completion of load-out.

proper security. All security personnel must be at least 18 years of age and must be hired specifically as security. Absolutely no volunteers of any kind shall perform the duties of security.

letters to cleo

PURCHASER must ensure that exits are kept clear, unlocked, staffed and are easily accessible. There is to be an emergency evacuation plan in place and all building and concert staff is to be fully briefed and made aware of these procedures.

CATERING

Purchaser shall provide light snacks and water to Artist only.

can be arranged upon advance of show.

letters to cleo

FOH Specs

Sound system should be 4 way, capable of coverage to every seat of clean audio.

Acceptable systems:

- D&B J and V series with J subs
- L'acoustic K2 with SB28 subs
- Clair CO 12 with CP218 subs

FOH Consoles

- Avid S6l -(1) 48 Channel stage rack.

Other Useable consoles, Digico (any)
No Behringer or Midas M32.

Monitor Specs

A complete separate monitor system will be needed, with the below: • Monitor Engineer to assist with set-up and patching

- 48 channel splitter.
- Behringer X32 Rack
    - 2 side fill mixes, and 1 center wedge mix, plus 1 drum sub
    - 5 mixes of wireless In ears, 1 mix of wired in/ears-

acceptable brands of in-ears

- Shure 1000 or 900
- Senheiser G3 or G2 systems

letters to cleo

BACKLINE (WHERE APPLICABLE)

Letters To Cleo have two different drummers – please advance to find out which one is playing on your show so the correct drum gear can be rented:

For Stacy Jones:

DW Collector's Series Drums

1 18 X 22" kick drum
1 8 X 12" rack tom
1 16 X 16" floor tom
2 6.5 X 14" metal snare drums (black nickel over brass preferred)
4 DW 9700 cymbal boom stands
1 DW 9900 tom and cymbal stand with SM799 DogBone (rack tom mounted here on right side from drummers perspective…snare stand 2nd option…please remove suspension tom mount if using snare stand)
2 DW 9300 snare stands
1 DW 9500 hi-hat stand (3 leg with 15" rod)
1 DW 5000 kick drum pedal
1 DW 9000 kick drum pedal
1 9100M drum throne

Remo Drum Heads (heads should be new)

Coated Emperor heads on toms
Controlled Sound Coated Black Dot on snares
Powerstroke P3 Clear on bass drum

Paiste Cymbals

1 19" Signature Full crash (2002 crash 2nd option)
1 20" Signature Full crash (2002 crash 2nd option)
1 22" Formula 602 Modern Essentials ride (22" 2002 ride 2nd option)
1 15" Formula 602 Modern Essentials hi-hats (14" Dark Crisp hi hats 2nd option)

1 Drum Rug

For Tom Polce:

GRETSCH USA Drums (BLACK)
(1) 24" KICK
(1) 13" RT
(1) 16" FT
(1) 18" FT
(6) FT. LEGS
(2) 6.5 X14 BLACK BEAUTY SNARES
(3) YAMAHA SNARE STANDS (simple)
GRETSCH TOM STAND, (5) BOOM STANDS

CONTINUED ON NEXT PAGE

(2) DW 9000 3-LEG HH STANDS (SHORT PIN)

(2) DW 9000 KICK PEDALS DW THRONE, RUG

NEW HEADS (CLR EMP ON TOMS, PS III KICK, EMP X SNARE) ZILDJIAN CYMBALS

(1)20" A CUSTOM Ping Ride (NOT TOO CLANKY)

(1) 19" A CUSTOM Crash
(1) 18" A CUSTOM Crash
(1 set) 14" A CUSTOM HH

(1) DW 9000 HEX KEY for BD pedal

(1) SPARE SET NEW HEADS (WILL IF BILL IF USED)

(1) STAGE FAN

(1) ON STAGE DPT5500 PERCUSSION TABLE

(1) RHYTHM TECH MGT MOUNTABLE PERCUSSION TABLE

(1) Drum Rug

Bass:
Amplifier: 1970s Ampeg SVT (tubes)
Speaker: Ampeg SVT 8x10

1st Guitar:
Fender Deluxe Reverb
and
Fender Princeton Reverb

2nd Guitar:
Fender Twin reverb or Deluxe Reverb
1 extra D.I. box for stage right.
1 guitar boat that holds 4 to 6 guitars.
1 Fender American Vintage Telecaster or Fender Nocaster.
1 Fender American Vintage Precision bass or American Standard Precision bass

Letters To Cleo 2025									
NC40	**FOH**		**MON**	**Input**	**Mic/DI**	**Stand**	**OWN**	**Sub Box**	**CON**
	1			Kick in	BETA 91 A	NONE			**1**
	2			Kick Out	BETA 52 OR FET 47	SH BOOM			**2**
	3			Sn Top	SM 57	SH BOOM			**3**

	4			Sn Bot	Senn 904	SH BOOM			**4**
	5			Hat	COND	SH BOOM			**5**
	6			T1	Senn 904	NONE			**6**
	7			T2	Senn 904	NONE			**7**
	8			T3	Senn 904	NONE			**8**
	9			OH SR	AKG 414	LARGE BOOM			**9**
	10			OH SL	AKG 414	LARGE BOOM			**10**
	11			CLICK INPUT	1/8” PLUG FOR IPAD				**11**
	12			BASS DI	SANSAMP OUT				**12**
	13			BASS DI2	PRE OUT	SH BOOM			**13**
	14			SR GRT 1	SM 57	SH BOOM			**14**
	15			SR GTR 2	SENN 421	SH BOOM			**15**
	16			SL GTR 1	SENN 421	SH BOOM			**16**
	17			SL GTR 2	SM 57	SH BOOM			**17**
	18			SR VOX	Shure 58	Tripod tall boom			**18**
	19			Center VOX	SE V7	Round Straight			**19**
	20			SL Vox	SHURE 68	TRIPOD TALL BOOM			**20**
	21			DRUM VOX(IF TP)	SM 58	Tripod tall boom			**21**
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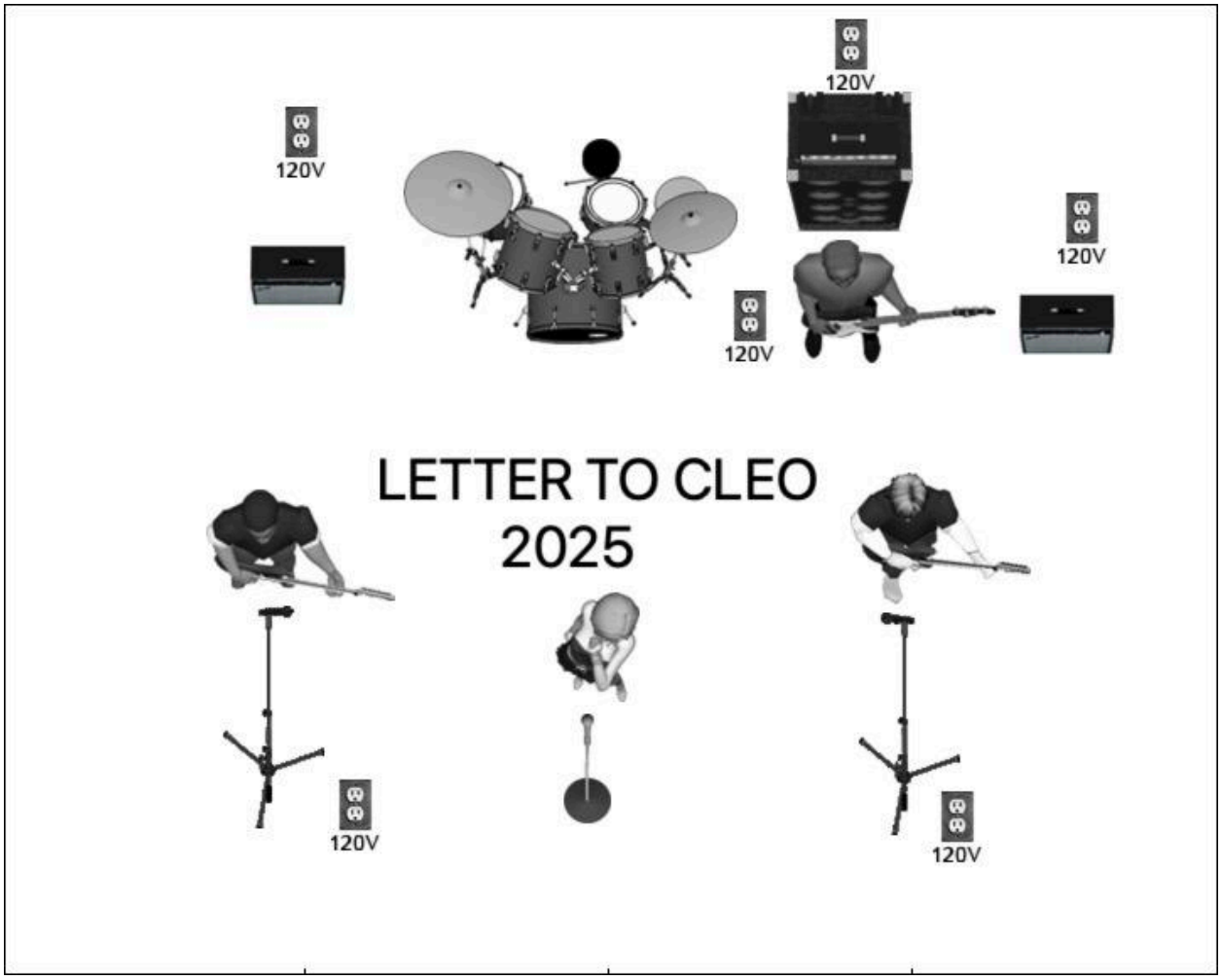
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LETTER TO CLEO
2025
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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Letters To Cleo

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

69 Hillside Road

6 City, state, and ZIP code

Watertown, MA 02472

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	4	–	3	2	4	7	5	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 10/1/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

***Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2026

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 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:	
HCC Specialty Underwriters, Inc. dba Tokio Marine HCC-Specialty Group 401 Edgewater Place, Suite 400 Wakefield, MA 01880	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Letters to Cleo Inc. 69 Hillside Road Watertown, MA 02472	INSURER A :	U.S. Specialty Insurance Company	29599
	INSURER B :	United States Fire Insurance Company	21113
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	X		U26SE11302	04/29/2026	06/01/2026	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X Host Liquor						PERSONAL & ADV INJURY	$ 1,000,000
B	X Medical Expense			US2179060	04/29/2026	06/01/2026	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

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

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.
This insurance is primary and non-contributory as required by written contract.
This coverage is with respect to Gulf Coast Grooves event to be held 05/30/2026 - 05/30/2026 at Mobile Stage, Mardi Gras Park Mobile AL.
Waiver of Subrogation Applies (only as required by written contract).

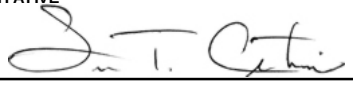
CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Jenyia Rocker

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
3 yr contract renewable for addl 1 yr periods with Concourse Tech Inc., for a cloud-hosted, software-as-a-service, Events Management software platform.

Amount of Contract:
$70,000 per year

Funding Source
General fund

ATTACHMENTS:
1. 2026 Concourse eventsl Agenda Package

REVIEWERS:
Donald Rose
Cherlina Monteiro
Donna Bryars
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: May 12, 2026 (Date) Item No. _____

Submitted by: Events (Department) Jenyia Rocker (Department Head)

Sponsored by: Mayor Spiro Cheriogotis (Name) _____ (Title)

Reviewed by: Shonnda Smith (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Concourse Tech, Inc. for Events Management software

PURPOSE & SCOPE OF PROJECT:
3 yr contract renewable for addl 1 yr periods with Concourse Tech Inc., for a cloud-hosted, software-as-a-service, Events Management software platform.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $70,000.00 per year

FUNDING SOURCE:

Budget Item: General fund Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software. RFP issued

How many bidders received bid packages (if applicable): web/posted

How many bidders submitted bids (if applicable): 4

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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Concourse Tech Inc., for three-years, renewable without further action by Council for subsequent additional one-year periods, to provide a cloud-hosted, software-as-a-service, Events Management software platform, in an amount of $70,000.00 per year, as appropriated funds are available, 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.

Adopted:

_____
City Clerk

SOFTWARE AS A SERVICE AGREEMENT

This Agreement ("Agreement") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between: CITY OF MOBILE, ALABAMA ("Customer"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council and City Council; and Concourse Tech Inc., with a place of business at 169 Madison Ave Suite 15520, New York, NY 10016 ("Company")

This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

WHEREAS, the Company is uniquely qualified and engaged in Event Management Software Services; and

WHEREAS, Customer desires to engage this Company, due to the Company's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, Customer and Company, 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. DEFINITIONS.

Customer Data"

"Customer Data" means all data, information, images, location records, audiovisual content, reports, metadata, user input, and other materials submitted to, uploaded to, stored in, generated by, or processed through the Solution by or on behalf of Customer, including any personal information as defined under applicable law.

Customer Data does not include (a) data that is publicly available and not provided by Customer, or (b) aggregated and anonymized data that cannot reasonably be used to identify Customer, its users, or any individual.

All Customer Data shall remain the exclusive property of Customer; provided that Customer grants Company a limited, non-exclusive, worldwide, royalty-free license during the term of this Agreement to access, use, host, process, transmit, and display Customer Data solely as necessary to provide, maintain, support, and secure the Services in accordance with this Agreement and subject to Company's confidentiality and security obligations.

"Services"

"Services" means the Solution and Location Database Services, including hosting, maintenance, support, updates, security measures, and all related obligations to be performed by the Company as described in Exhibit A (Scope of Work) and any authorized Change Order executed by the Parties.

"Deliverables"

"Deliverables" means any reports, documentation, data outputs, or other tangible materials produced or provided by the Company specifically for Customer under this Agreement.

Deliverables do not include the Solution or Company's pre-existing proprietary software platform or tools even if expressly identified in a Scope of Work.

"Solution"

"Solution" means the Concourse Tech, Inc. Microsoft Azure Government Cloud hosted Event management platform and related software, systems, infrastructure, and functionality described in Exhibit A, including all updates, patches, and enhancements provided during the Term.

Security Incident"

"Security Incident" means any actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, alteration of, destruction of, or loss of Customer Data in Company's possession or control, or any event that materially compromises the confidentiality, integrity, or availability of the Solution.

"Business Day"

"Business Day" means any day other than a Saturday, Sunday, or legal holiday observed by the City of Mobile, Alabama.

"Change Order"

"Change Order" means a written amendment to a Scope of Work that modifies the scope, pricing, timeline, or deliverables under this Agreement and is executed by authorized representatives of both Parties. No Change Order shall be binding unless signed by both Parties.

II. SCOPE OF SERVICES.

1. The Company shall provide Customer the services (hereinafter “Services) set out in Exhibit A (Scope of Work) herein attached and incorporated into this Agreement.

2. Incorporation of Additional Terms and Conditions

The parties agree that additional terms and conditions applicable to this Agreement are set forth in Exhibit B (Terms and Conditions), which is attached hereto and incorporated herein by reference as if fully set forth in this Agreement.

In the event of any conflict or inconsistency between the terms of this Agreement and the terms set forth in Exhibit B, the terms of this Agreement shall control unless Exhibit B expressly states that a specific provision therein is intended to supersede a corresponding provision of this Agreement.

III. COMPANY OBLIGATIONS. COMPANY SHALL:

A. Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

    1. A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Company Contract Manager").

    2. A number of employees that it deems sufficient to perform the Services set out in the Scope of Work, (collectively, with the Company Contract Manager, "Provider Representatives").

B. Make no changes in Provider Representatives except:

    1. Following notice to Customer.

    2. Upon the resignation, termination, death, or disability of an existing Provider Representative.

    3. At the reasonable request of Customer, in which case Company shall use reasonable efforts to appoint a replacement at the earliest time it determines to be commercially viable.

C. Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services. During the Term, upon Customer's written request, Company shall allow

Customer or Customer's representative to inspect and make copies of such records solely to the extent reasonably necessary to verify Company's provision of the Services; provided that Customer provides Company with at least thirty (30) business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours and any such inspection shall occur no more than once per quarter.

D. Company shall perform all Services under this Agreement in a timely, professional, and diligent manner. Company shall be solely responsible for managing its workflow, personnel, and resources to avoid delays and shall promptly respond to the Customer's reasonable requests, approvals, or inquiries related to the Services.

E. Company shall, at its sole cost and expense, obtain, maintain, and comply with all licenses, permits, approvals, and consents required for Company to perform the Services and deliver the Deliverables under this Agreement, including, without limitation, any licenses for third-party software, tools, or services that are used in or embedded within the Deliverables or otherwise required for their operation. Customer shall not be responsible for any licensing fees, permit costs, or usage charges related to third-party tools or services procured or utilized by Company unless expressly stated otherwise in the applicable Scope of Work and approved in writing in advance by the Customer.

IV. CUSTOMER OBLIGATIONS.

Customer shall:

A. Designate one of its employees [or agents] to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

B. Require that the Customer Contract Manager responds promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services.

C. Cooperate with Company in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Company to provide the Services.

D. Take all commercially reasonable steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Company's provision of the Services.

E. The Customer agrees to grant Company access to necessary information and personnel to complete the Services outlined in the Agreement. However, any failure or delay by the Customer in providing such cooperation shall not excuse Contractor's performance unless such failure or delay materially prevents Contractor from meeting its obligations. In such cases, Contractor shall provide prompt written notice detailing the nature of the delay, its impact on performance, and the specific Customer action required. If the delay is determined by the Customer to be material and beyond Contractor's control, the applicable deadlines may be extended accordingly, or a Change Order may be issued.

F. Additional customer obligations are set forth in Section 2 of Exhibit B, which is attached hereto and incorporated herein by this reference.

V. TERM, TERMINATION, AND SURVIVAL.

A. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of three (3) years, unless sooner terminated pursuant to subsection B or subsection C. Upon mutual written agreement of the parties, this Agreement may be renewed for additional successive terms of one (1) year on the same terms and conditions, unless otherwise modified in writing by the parties.

B. Either Party may terminate this Agreement, effective thirty (30) days after receipt of written notice to the other Party.

C. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

1. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
2. Becomes insolvent or admits its inability to pay its debts generally as they become due.
3. Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within thirty (30) business days or is not dismissed or vacated within sixty (60) business days after filing.
4. Is dissolved or liquidated or takes any corporate action for such purpose.

5. Makes a general assignment for the benefit of creditors.

6. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

D. Notwithstanding anything to the contrary in Section 4(a) Company may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment; or (b) more than five (5) times in any twelve (12) month period, provided that such failures are not promptly cured following written notice and materially impact Company's ability to perform its obligations. For the avoidance of doubt, each late payment counts as a separate occasion, and the twelve-month period is measured on a rolling basis; the count is not reset with each notice of non-payment. Timely cured late payments that do not materially disrupt services shall not, on their own, constitute grounds for termination under this subsection.

E. The rights and obligations of the parties set forth in this Section 4(c), as well as the provisions relating to confidentiality, indemnification, intellectual property rights, limitations of liability, warranty disclaimers, payment obligations for Services rendered prior to termination, dispute resolution, and any other provisions expressly stated to survive, shall survive the termination or expiration of this Agreement.

VI. CUSTOMER DATA & SECURITY

A. Company will use commercially reasonable efforts to prevent the loss or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Company. Company will maintain a comprehensive information security program designed to protect Company's Software and hosted Services and Customer data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, Company shall maintain the following:

1. Industry standard encryption: data at rest: AES-256 encryption; data in transit: TLS 1.3.

2. Multi-factor authentication (MFA) for administrative and user access to secure data.

B. Furthermore, Provider shall provide and maintain standardized security protection mechanism and systems in use by Provider's subcontractors equivalent to SOC 2 Certificate with the necessary and appropriate policies and procedures to comply with the Alabama Data Breach Notification Act, Ala. Code 8-38-1, et. seq., or current Alabama statutory or regulatory provisions relevant to the security of software services in Alabama. Provider acknowledges that it is responsible to maintain the security and privacy of the Customer's data and may be held liable for a breach of its security which results in the improper or unauthorized release of protected information.

C. **Data Breach Notification**

To the extent the Company experiences a Security Breach, Company will promptly, and not later than within twenty-four hours of discovery, notify the Customer in writing of any loss, damage, or unauthorized access of Customer Data.

VII. HOSTING & INFRASTRUCTURE SECURITY

A. **Hosting Environment**

The Services shall be hosted on Microsoft Azure Government Cloud ("Azure") infrastructure located within the United States. Provider shall ensure that all web services required for the operation of the platform are commercially fully supported and administered throughout the Term of this Agreement.

VIII. System Availability

Provider shall maintain a minimum of 99.9% system uptime for the hosted platform, measured by Provider's tools on a per-calendar-month basis, exclusive of scheduled maintenance periods not to exceed seventy-two (72) hours per calendar year. Provider shall provide Client with reasonable advance notice of any scheduled maintenance that may impact availability.

If system uptime falls below 99.9% in any calendar month (excluding scheduled maintenance) Customer shall be entitled to a service credit equal to 10% of the monthly pro-rated portion of the monthly service fee, to be applied to the following annual invoice. If system uptime falls below 99.5% for two (2) or more consecutive calendar months, or below 99.0% in any single calendar month, Client shall have the right to terminate this Agreement for cause upon thirty (30) days' written notice, provided Provider fails to cure during such notice period.

IX. ACCESSIBILITY & COMPLIANCE

A. **Accessibility Standards**
The Solution as defined in Exhibit A shall comply with the latest version of the Web Content Accessibility Guidelines (WCAG) Level AA and applicable requirements under the Americans with Disabilities Act (ADA), ensuring accessible use by individuals with disabilities.

B. **Ongoing Compliance**
Company shall maintain accessibility compliance throughout the Term of this Agreement. Any updates, modifications, or enhancements to the Solution that may affect accessibility shall be subject to prior review and written approval by the Customer.

C. Audit Rights
Customer shall have the right during the Term of this Agreement to conduct accessibility testing of the Provider's platform, application, or deliverables to assess compliance with applicable accessibility standards, including but not limited to the latest version of WCAG Level AA. If such testing reveals accessibility deficiencies, the Provider shall, at its own expense, use commercially reasonable efforts to remediate all identified issues within forty-five (45) calendar days of written notice from the Customer Failure to timely remediate the identified issues shall constitute a material breach of this Agreement.

X. TECHNICAL SUPPORT AND MAINTENANCE

A. **Support Hours.**
Company shall provide technical support to the Customer during standard business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM Central Standard Time (CST), excluding recognized holidays.

Company shall respond to reported issues in accordance with the severity classification assigned by the Customer. Severity levels are defined as follows:

1. **Critical Severity** – Complete system outage or failure of a core function, rendering the system unusable for all users.
    - **Response Time:** Within four (4) hours of notification during Support Hours, or, if received outside Support Hours, within four (4) hours after the start of the next Business Day.
    - **Escalation:** If no response is received within four (4) hours, the issue shall be escalated to senior technical management and the Customer shall be notified of the escalation status.
2. **High Severity** – Major functionality is impaired, causing significant disruption to business operations, but the system remains partially operational.

- **Response Time:** Within eight (8) hours of notification during Support Hours, or, if received outside Support Hours, within eight (8) hours after the start of the next Business Day.
- **Escalation:** If no response is received within eight (8) hours, the issue shall be escalated to a team lead or equivalent and the Customer shall be notified of the updated plan of action.

3. **Low Severity** – Minor issues that do not impact core functionality.
   - **Response Time:** Within forty-eight (48) hours of notification during Support Hours, or, if received outside Support Hours, within forty-eight (48) hours after the start of the next Business Day.
   - **Escalation:** If no response is received within forty-eight (48) hours, the issue shall be escalated within the Company's support team, and an update shall be provided to the Customer.

Company shall maintain an internal escalation matrix to ensure timely and effective resolution of reported issues. Upon request, the Company shall provide the Customer with a copy of the escalation procedures and contact list.

B. **Software Updates.**
Company shall:

1. Deploy security patches and minor software updates as needed; and
2. Coordinate all major updates with the Customer in advance to minimize disruption to operations.

XI. PAYMENT AND PAYMENT TERMS

A. **Initial Setup Fee.** All pricing and fees for this Agreement, shall be found in **Exhibit C**.

B. **Annual Service Fee.** Customer shall pay Company an annual service fee not to exceed of $70,000 for the development, maintenance, and support services provided under this Agreement, as further described in Exhibit A attached hereto. All fees stated herein are exclusive of any applicable federal, state, or local taxes. The Customer shall not be responsible for any taxes incurred or owed by the Company, and the Company shall be solely responsible for the payment of all such taxes arising from or related to the compensation received under this Agreement, except to the extent that the Customer is legally required to withhold and remit such taxes.

C. **Invoicing and Payment.** Company shall invoice the Customer annually, with the initial invoice due upon execution of this Agreement and each subsequent invoice due on the anniversary of the Agreement's effective date. All invoices must reference the Customer's purchase order number. Payment shall be due within thirty (30) days of the Customer's receipt of a proper invoice.

D. **Annual Appropriations**. Company agrees that Customer's payment obligations are subject to annual appropriation by the Mobile City Council. Customer shall remain responsible for payment of all properly invoiced amounts for Services performed.

E. **Additional Services.** Any services requested by the Customer that are outside the scope of this Agreement shall be subject to a separate written Change Order Agreement and priced accordingly.

XII. INDEMNIFICATION & LIABILITY

A. **Indemnification**

Company shall indemnify, defend and hold harmless Customer and its officers, elected officials, agents, representatives, and employees from and against any and all third-party claims, injuries, losses, diminution in value, damages, liabilities, 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 Company's negligent, reckless, or intentional acts or omissions in its 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. Company will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement ge intellectual property rights Company will pay infringement claim defense costs, Company negotiated settlement amounts and damages finally awarded by a court; provided that Company shall have no obligation for any such claim to the extent arising from Customer's misuse or modification of the Services, combination of the Services with items not provided by Company, or use of the Services outside the scope of this Agreement.. Notwithstanding the foregoing, neither Party shall have indemnification obligations to the extent a claim arises from such Party's own negligence, willful misconduct, or breach of this Agreement. Additional indemnification requirements are set forth in Section 7 of Exhibit B, which is attached hereto and incorporated herein by reference.

B. **Warranty and Limitation of Liability**

1. Performance Warranty

Company warrants that it shall perform the Services in all material respects:

a. In accordance with the terms and subject to the conditions set out in Section 6 of Exhibit B and this Agreement;

b. Using personnel with commercially reasonable skill, experience, and qualifications; and

c. In a timely, workmanlike, and professional manner consistent with generally recognized industry standards for similar services.

Except as expressly set forth herein, Company makes no warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

2. A breach of this warranty shall, subject to the extent primarily caused by Company's breach of this Agreement, include, but is not limited to:

a. Material failure to perform the Services in accordance with the Service Levels specified in this Agreement and Exhibit A.

b. Repeated failure to meet agreed response times or resolution for critical or high-priority incidents as outlined in the Agreement or;

c. Failure to deliver the Services in a manner consistent with commercially reasonable industry standards, resulting in material adverse impact to the Customer.

1. Company's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

a. Company shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time but no more than thirty (30) days after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination to Company.

b. In the event the Agreement is terminated pursuant to Section XII(2) above, Company shall, within thirty (30) days after the effective date of termination, refund to Customer any fees paid as of the date of termination for Services or Deliverables not provided as of the effective date of termination, less a deduction equal to the fees attributable to Customer's receipt or use of such Services or Deliverables up to and including the date of termination, calculated on a pro-rated basis

2. Limitation of Liability

a. Notwithstanding anything to the contrary, except for bodily injury of a person, company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of

this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for any indirect, exemplary, incidental, special or consequential damages; (b) for any matter beyond company's reasonable control.

b. Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of the Company for any and all claims arising out of or related to this Agreement shall be limited to the greater of: (a) the total fees paid by the Customer to the Company under this Agreement during the twelve (12) months preceding the event giving rise to the claim, or (b) $1 million. This limitation shall not apply to claims arising from the Company's gross negligence, fraud, or willful misconduct, breach of confidentiality, or infringement of intellectual property.

c. Customer acknowledges that Company's liability shall not exceed the total amount paid under this Agreement for the annual recurring services unless damages arise from gross negligence, fraud, or willful misconduct.

XIII. Intellectual Property.

A. Intellectual Property Rights and Third-Party Components

All intellectual property rights, including copyrights, patents, patent disclosures, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all goodwill associated therewith, derivative works, and all other improvements, enhancements, and rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Company in the course of providing the Solution or performing the Services, including any items identified as such in Exhibit A (collectively, the "Deliverables"), except for Customer Data, any Confidential Information of Customer, or customer-provided materials, shall be and remain the exclusive property of the Company. Company owns all Intellectual Property Rights in and to the Solution and Services.

Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free license during the term of this Agreement to use the Intellectual Property Rights in the Deliverables solely to the extent necessary for Customer's internal business purposes and to make reasonable use of the Deliverables and the Services

B. Third-Party Components

Company shall identify and disclose in writing any third-party software, libraries, or other components that are embedded in or required to use the Deliverables ("Third-Party Components"). Company represents and warrants that it has obtained all necessary rights, licenses, or permissions to incorporate such Third-Party Components into the Deliverables.

C. Company shall indemnify, defend, and hold harmless the Customer and its officers, agents, and employees from and against any and all third-party claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or related to any actual or alleged infringement or misappropriation of intellectual property rights by the Deliverables, including any Third-Party Components, except to the extent such claims arise from Customer's misuse or modification of the Deliverables in violation of this Agreement.

XIV. INSURANCE REQUIREMENTS

A. During the term of this Agreement, Company shall acquire and maintain in full force and effect the following liability and comprehensive insured 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 additional insured, and shall attach to this contract as proof thereof of a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama., at its sole expense, insurance coverage to include at a minimum the following:

1. Workers Compensation: In the amounts required by all applicable laws, rules or regulations of the State of Alabama

2. Comprehensive General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate

3. Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
4. Cyber and Technical Errors and Omissions: $1,000,000 in the aggregate

B. Said certificate shall state that insurance coverage will not be altered or terminated unless Customer shall be given written notice of such alteration or termination delivered to Customer not less than thirty (30) days before the effective date of such alteration or termination.

C. The liability policies affording the coverages described in Subsections (A) and (B) above shall be endorsed to cover City and its employees, agents, directors and officers as additional insureds, and endorsed that such insurance shall apply on a primary and non-contributory basis and waive the right of subrogation against and in favor of the City as an additional insured.

D. Company shall deliver certificates of insurance, and endorsements, to City and renewal policies shall be obtained, and certificates delivered to City prior to expiration. The insurer and/or Company shall mail thirty (30) days' prior written notice to certificate holder should

any of the policies be cancelled prior to the expiration date, and ten (10) day's prior written notice for non-payment.

XV. MISCELLANEOUS

A. **Entire Agreement.**
This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and additional terms, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Services, the terms and conditions of this Agreement shall supersede and control.

B. **Notices.**
All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid), or by email with read receipt. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

CUSTOMER:
CITY OF MOBILE
Attention: City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

COMPANY:
CONCOURSE TECH, INC.
169 Madison Avenue, Suite 15520
New York, NY 10016

CITY OF MOBILE – LEGAL:
Attention: Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. **Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to/the court may modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

D. **Amendments**.

No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

E. **Waiver**.

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

F. **Assignment**.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

G. **Relationship of the Parties**.

The relationship between the parties is that of independent contractors. The details of the method and manner of performance of the Services by the Company shall be under its own control, the Customer being interested only in the results thereof. The Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

H. **No Third-Party Beneficiaries**.

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

I. **Governing Law**.

The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The parties agree with and submit to the state or federal courts located in Mobile County, Alabama as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

J. **Waiver of Jury Trial**.

Each party acknowledges that any controversy that may arise under this agreement, including exhibits, schedules, attachments, and appendices attached to this agreement, is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement, including any exhibits, schedules, attachments or appendices attached to this agreement, or the transactions contemplated hereby.

K. **Counterparts**.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

L. **Force Majeure.**

The Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer shall be entitled to give notice in writing to Company to terminate this Agreement.

M. **Anti-Boycott**.

COMPANY agrees and represents 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

N. **Anti-Discrimination**.

COMPANY 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.

O. **Compliance with Alabama Immigration Law.**

By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all direct damages resulting there from.

[SIGNATURE PAGE TO FOLLOW]

CONCOURSE TECH, INC.

By: Michael Mumma

Date: 05/04/2026

State of Florida
County of Broward

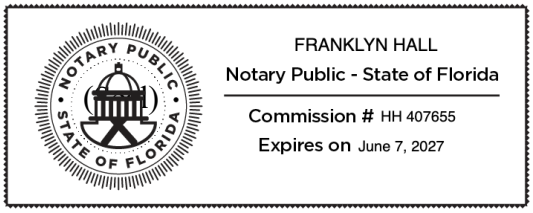
I, the undersigned Notary Public, in and for said County in said State, hereby certify that Michael Mumma, whose name as General Manager of CONCOURSE TECH, INC is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 4th day of May, 2026.

Franklyn Hall

Notarized remotely online using communication technology via Proof.

Notary Public
Print Franklyn Hall
My commission expires: 06/07/2027



___ Personally Known OR ___ Produced Identification - Type of ID Produced - Driver License

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____

Lisa Lambert, Its City Clerk

Exhibit A: Scope of Work (Proposal Information)

Exhibit B: Terms and Conditions

Exhibit C: Fee/Payment Schedule

EXHIBIT A

SCOPE OF WORK

Concourse Tech Inc.

169 Madison Ave, Suite 15520, New York, NY 10016 | (646) 305-9964 | sales@concoursetech.com

1. Overview

This Statement of Work ("SOW") defines the services to be provided by Concourse Tech Inc. ("Provider") to the City of Mobile ("City") for the delivery and ongoing operation of an Events Management Software platform as described in the Provider's proposal submitted in response to RFP 5983.

2. Scope of Services

Provider will deliver a cloud-hosted SaaS Events Management platform that includes:

- Public-facing event application portal and back-office management interfaces
- Multi-departmental workflow, routing, and approval capabilities
- Geospatial mapping and scheduling conflict detection
- Mobile-accessible interfaces for field operations
- Reporting, dashboards, and analytics
- Multi-language support (English and Spanish)
- Ongoing hosting, support, and maintenance for the duration of the contract term

3. System Integrations

Provider will develop and maintain integrations with the City's existing systems, including Microsoft Azure Active Directory, Tyler MUNIS, Nexgen Asset Management, ArcGIS, and Microsoft O365. The detailed scope and technical approach for each integration will be defined collaboratively with City IT staff during the project discovery phase.

4. Implementation Approach

Provider will follow a phased implementation methodology encompassing discovery and requirements validation, system configuration and integration development, testing and training, and go-live support. A detailed project plan with milestones and timelines will be developed collaboratively with City stakeholders at project kickoff.

A dedicated Provider Project Manager will serve as the primary point of contact throughout the engagement.

5. Client Responsibilities

The City will support the engagement by:

- Designating a project lead to coordinate with Provider
- Providing timely access to City systems, environments, and data required for integration and configuration
- Making subject matter experts available for requirements validation and user acceptance testing
- Coordinating staff availability for training sessions

6. Acceptance

Acceptance of the platform will be based on successful completion of user acceptance testing conducted jointly by Provider and City staff, confirming that the delivered solution materially conforms to the requirements set forth in Exhibit A of the RFP. Specific acceptance criteria and procedures will be agreed upon during the discovery phase.

7. Changes to Scope

Any material changes to the scope of services described in this SOW will be documented in a written change order signed by both parties. Change orders will describe the proposed modification, any impact to timeline or cost, and require mutual agreement before work begins.

EXHIBIT B

TERMS AND CONDITIONS

Exhibit B TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the service level terms set forth in the Proposal. If the Proposal does not contain service level terms for the Services, then subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with Company's then applicable standard practice. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Proposal. If the Proposal does not contain technical support services, then subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's then applicable standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other

technology developed in connection with applicable implementation services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Agreement for the Services and applicable implementation services and software subscription and support fees. If Customer's use of the Services exceeds the Service capacity set forth in the Agreement or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. .

4.2 Company shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Agreement, and shall be only be a renewed for one (1) additional year after the initial Term subject to the discretion and appropriation of funding by the Customer. .

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform applicable Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND APPLICABLE IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Indemnity obligations provided in the Agreement do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company shall at its expense do one or more of the following: (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar

features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

EXHIBIT C

FEE / PAYMENT SCHEDULE

Concourse Tech Inc.

169 Madison Ave, Suite 15520, New York, NY 10016 | (646) 305-9964 | sales@concoursetech.com

Pricing Addendum

Events Management Software - City of Mobile

RFP 5983 - Software for Management of City Supported Events

This Pricing Addendum supplements the Concourse Tech Inc. proposal submitted in response to RFP 5983. Pricing below reflects a 3-year contract term with $0 implementation cost and a flat annual subscription of $70,000.

COMPONENT	YEAR 1	YEAR 2	YEAR 3	3-YEAR TOTAL
Implementation	$0	$0	$0	$0
Annual Subscription	$70,000	$70,000	$70,000	$210,000
Total	**$70,000**	**$70,000**	**$70,000**	**$210,000**

The annual subscription includes all features, unlimited users, hosting, support, maintenance, training, and all system integrations as described in the original proposal.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 4, 2026

City of Mobile
Attention: City Clerk
PO Box 1827
MOBILE AL 36633-1827

Account Information:

Policy Holder Details :	**Concourse Tech Inc**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2026

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 be endorsed. If SUBROGATIONIS 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:	
AP INTEGO INSURANCE GROUP LLC 76251051 PO BOX 31241 SALT LAKE CITY UT 84131	PHONE (A/C, No, Ext): (888) 289-2939	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Fire Insurance Company	19682
INSURED	INSURER B :	
CONCOURSE TECH INC 169 MADISON AVE STE 15520 NEW YORK NY 10016-5101	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	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)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below **Y/N**	N/ A					E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Tech E&O - Retention Each Wrongful Act $5,000	X	X	76TE0759967	04/10/2026	04/10/2027	Wrongful Act Aggregate Limit	$5,000,000 $5,000,000

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

Those usual to the Insured's Operations. See Acord 101 for special wording.

CERTIFICATE HOLDER

City of Mobile
Attention: City Clerk
PO Box 1827
MOBILE AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC# : _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
AP INTEGO INSURANCE GROUP LLC	CONCOURSE TECH INC 169 MADISON AVE STE 15520 NEW YORK NY 10016-5101
POLICY NUMBER SEE ACORD 25	
CARRIER: SEE ACORD 25 / NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The City of Mobile, including its employees, agents, directors, and officers, but only as required by a valid written contract, is an additional insured as provided by FailSafe GIGA Enterprise Liability Policy Form FS 00 G003 00 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Rights of Recovery Per Contract Requirement Form FS 00 H333 00, attached to this policy.

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CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
John Forrester, City Engineer

Sponsored by:
Gina Gregory, Councilmember
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Grant a non-exclusive emergency access easement agreement across a city parcel no. R022801113000115.000, to Spring Hill Holding, LLC to provide emergency access in the event of a fire emergency for a new multifamily apartment complex, located at 4612 Springhill Avenue.

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. Resolution Access Easement-Spring Hill Holding
2. Emerg Access Easement

REVIEWERS:
Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk, and they hereby are, hereby authorized and directed to execute and attest, respectively for and on behalf of the City of Mobile, a non-exclusive emergency access easement agreement across a city parcel no. R022801113000115.000, to SPRING HILL HOLDING, LLC, as set out in the agreement attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, to provide emergency access in the event of a fire emergency for a new multifamily apartment complex, located at 4612 Springhill Avenue.

Adopted:

_____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT AGREEMENT

This instrument is executed this 12th day of May, 2026, by and between the City of Mobile, Alabama, a municipal corporation ("Grantor"), and Spring Hill Holding, LLC, an Alabama limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of real property in the County of Mobile, State of Alabama, being tax Parcel No. R022801113000115.000, Key No. 434435 ("City Parcel");

WHEREAS, Grantee owns that certain parcel of real property parcel of real property adjacent to the City Parcel, being Tax Parcel Number R022801114000090.01, Key No. 435602 ("Grantee Parcel");

WHEREAS, Grantee is currently in need of an emergency fire access easement and vehicular ingress and egress from their parcel through the City parcel, for safety and security of their residents in their multifamily apartment complex in the event of a fire emergency and will be providing additional housing units for City citizens by way of private lessees;

WHEREAS, Grantor is willing to grant an easement to the Grantee for such vehicular access across the City Parcel, exiting to Spring Hill Avenue, for the limited purposes provided herein and subject to the conditions hereinafter described within; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT the Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, subject to the reservation and conditions hereinafter set forth, an Emergency Access Easement for emergency fire access easement and vehicular ingress and egress for vehicular access over, on and across the following described real property located in Mobile County, Alabama:

See attached **"EXHIBIT A"**
As shown on **"EXHIBIT C"**

The easement and right of way granted herein shall run with the respective lands, benefiting the Grantee Parcel by providing emergency fire access for vehicular ingress and egress, to Spring Hill Avenue and burdening the City Parcel. The provisions of this instrument shall be binding upon the successors, assigns and transferees of the Grantor and the Grantee. Only the Grantee, its tenants, servants, agents, customers, guests, invitees, licensees, employees, transferees and assigns of the Grantee Parcel, may utilize this easement as an emergency fire access easement and vehicular ingress and egress for vehicular access.

Grantor reserves unto itself, its tenants, servants, agents, customers, guests, invitees, licensees, employees, transferees and assigns the non-exclusive right to use the said easement for ingress and egress at any time, and for any other use which shall not unreasonably interfere with the grant of the rights herein.

Further, Grantor does hereby grant to the Grantee non-exclusive temporary construction easements as more fully described on "Exhibit B" and as shown on "Exhibit C". The Grantee, their agents and independent contractors shall have the non-exclusive right of ingress over and across the land affected by the temporary construction easements for purposes of construction of the access easement described on "Exhibit A", and also shown on "Exhibit C". The temporary construction easements shall terminate upon the completion of construction of the access road described on "Exhibit A".

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above-described work on the premises or in the use of easement described herein.
2. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
3. All construction of this project is the sole responsibility of the Grantee and Grantee must comply with the City of Mobile's regulations for construction in Flood Zone and Floodway areas. If at any time the easement descripted herein is the underlying cause of any erosion or washing, then GRANTEE will immediately take necessary steps to prevent same.

4. Grantee shall maintain, replace and repair the surface of the said Easement Area and shall keep it in good condition fit for the purposes intended by this instrument, and shall cooperate in the utilization of and access through locked gates.
5. Grantor specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Grantee's easement area as constructed, hinder, or interfere with the Grantor's ingress or egress for the proper use of its land, easements or encumbrances, then Grantee shall make the necessary provisions to eliminate same.
6. Grantee covenants that the initial improvements to the Subject Property will be in compliance with those engineering plan drawings prepared by Kimley-Horn, titled Carondolet Apartments Housing Improvement which such drawing is hereby incorporated by reference herein as a part hereof. The said plans will be constructed only after approval by the City of Mobile's Engineering Department via the City of Mobile's Land Disturbance Permitting.
7. In the event of a hazardous condition occurring after use, the responsible party, whether from Grantor's use or Grantee's use, will be solely responsible for all clean up and disposal of the hazard or pollutant at no expense to the other parties and for notification to all regulatory authorities if such an event should occur.
8. It is the sole responsibility of the Grantee to prevent public access to the easement area.
9. Except as necessary within the boundaries of said easement, any and all lands and/or improvements, excluding trees and shrubs, disturbed in the utilization of the rights hereby granted will be restored by Grantee to a condition substantially the same as existed immediately prior to said disturbance. Grantee must establish vegetation on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the Grantor.
10. Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement according to the terms herein.
11. The easement granted hereby may not be conveyed by the Grantee.
12. Grantor reserves the right to access, pave, build drives and parking areas over, and to use and enjoy said parcel of land, provided that Grantor, its successors and assigns, shall not

construct or permit to be constructed on or over said parcel any obstruction that may unreasonably interfere with the rights hereby granted.

13. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.
14. Grantee, during the construction or maintenance of its easement, shall not materially interfere with maintenance operations of Grantor.
15. Any notice to be given by Grantee shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to Spring Hill Holding, LLC, 2805 2nd Ave. S., Ste. 200, Birmingham, AL 35233

.Subject to said terms and conditions, **TO HAVE AND TO HOLD THE SAME** unto the GRANTEE, its successors and assigns, for so long as the herein mentioned lands are used for the above purposes.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be executed in their name and seals affixed hereto on this the date above written.

GRANTEE:

SPRING HILL HOLDING, LLC
An Alabama Domestic Limited Liability Company

By: _____

Its: President

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that William N McDonald Jr, whose name as President, of Spring Hill Holding, LLC, an Alabama Domestic Limited-Liability Company, has signed 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 public corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the 12th day of May, 2026.

Theresa S McNabb
Notary Public

My Commission Expires: 11/07/28

THERESA S. MCNABB
MY COMMISSION EXPIRES
NOVEMBER 7, 2028
NOTARY PUBLIC
STATE OF ALABAMA

GRANTOR:

CITY OF MOBILE, A Municipal Corporation

_____

By: Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____
Lisa Lambert, City Clerk

THIS INSTRUMENT PREPARED BY:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

GRANTOR:

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

GRANTEE:

Spring Hill Holding, LLC
2805 2nd Ave. S. Ste. 200
Birmingham, AL 35233

"EXHIBIT A"

LEGAL DESCRIPTION OF PERMANENT ACCESS EASEMENT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 CARONDOLET SUBDIVISION AS RECORDED ON INSTRUMENT NUMBER 2022030564 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST LINE OF SAID OF LOT 1, RUN NORTH 0°01'48" WEST, 247.82 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE DEPARTING THE WEST LINE OF SAID OF LOT 1, RUN SOUTH 89°49'02" WEST, 9.45 FEET; THENCE RUN SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 20.28 FEET (CHORD BEARS SOUTH 45°07'51" WEST AND MEASURES 18.28 FEET); THENCE RUN SOUTH 0°26'41" WEST, 404.64 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 89°54'19" WEST, 50.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 0°26'41" EAST, 404.94 FEET; THENCE RUN NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET, AN ARC LENGTH OF 98.27 FEET (CHORD BEARS NORTH 45°07'51" EAST AND MEASURES 88.61 FEET); THENCE RUN NORTH 89°49'02" EAST, 9.59 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, RUN SOUTH 0°01'48" EAST, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.54 ACRES, MORE OR LESS.

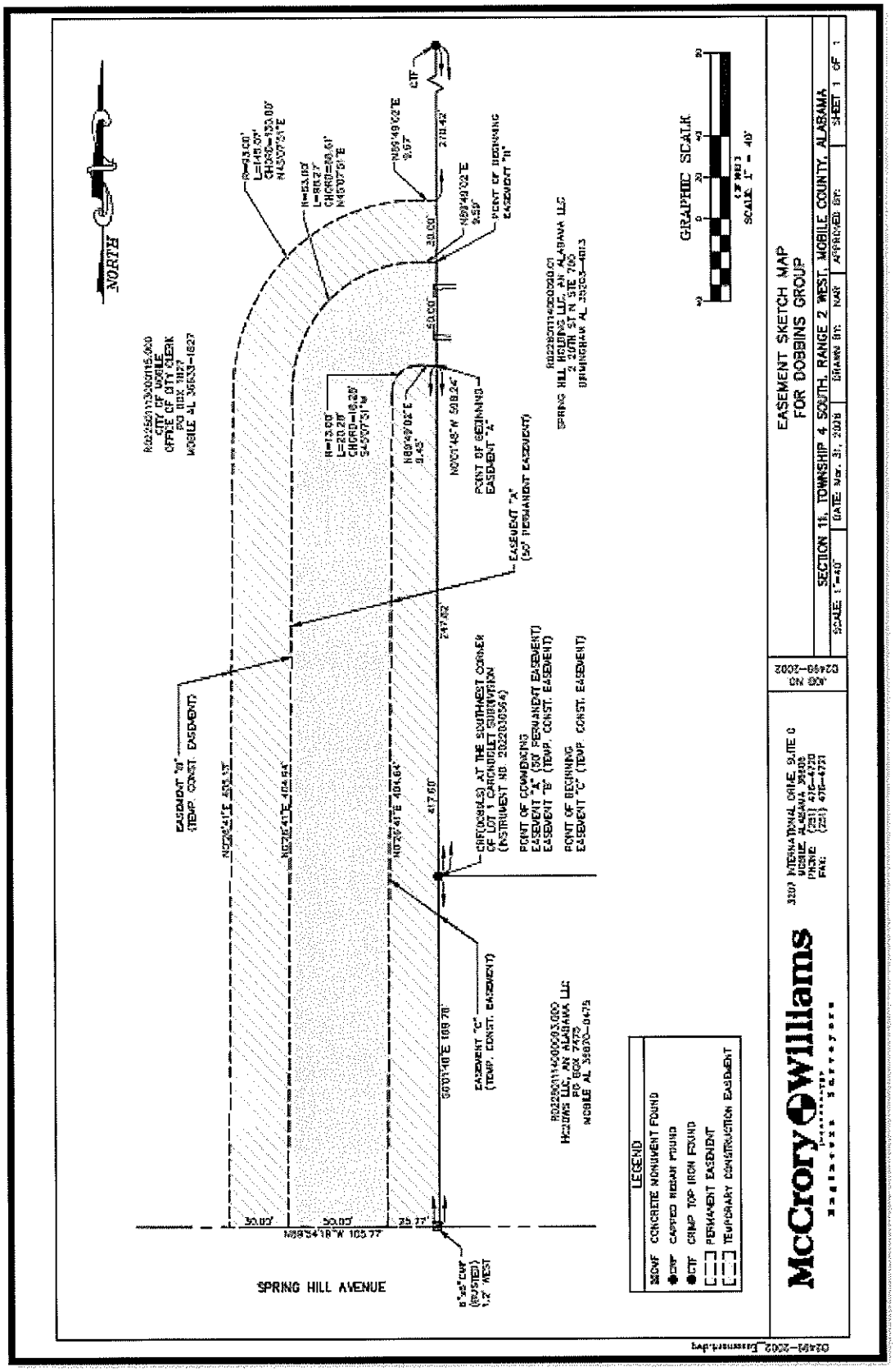
"EXHIBIT B"

LEGAL DESCRIPTIONS OF TEMPORARY CONSTRUCTION EASEMENTS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 CARONDOLET SUBDIVISION AS RECORDED ON INSTRUMENT NUMBER 2022030564 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST LINE OF SAID OF LOT 1, RUN NORTH 0°01'48" WEST, 297.82 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE DEPARTING THE WEST LINE OF SAID OF LOT 1, RUN SOUTH 89°49'02" WEST, 9.59 FEET; THENCE RUN SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET, AN ARC LENGTH OF 98.27 FEET (CHORD BEARS SOUTH 45°07'51" WEST AND MEASURES 88.61 FEET); THENCE RUN SOUTH 0°26'41" WEST, 404.94 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 89°54'19" WEST, 30.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 0°26'41" EAST, 405.13 FEET; THENCE RUN NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 93.00 FEET, AN ARC LENGTH OF 145.07 FEET (CHORD BEARS NORTH 45°07'51" EAST AND MEASURES 130.80 FEET); THENCE RUN NORTH 89°49'02" EAST, 9.67 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, RUN SOUTH 0°01'48" EAST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.37 ACRES, MORE OR LESS.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 CARONDOLET SUBDIVISION AS RECORDED ON INSTRUMENT NUMBER 2022030564 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST LINE OF SAID OF LOT 1, RUN SOUTH 0°01'48" EAST, 169.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRING HILL AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 89°54'19" WEST, 25.77 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 0°26'41" EAST, 404.64 FEET; THENCE RUN NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 20.28 FEET (CHORD BEARS NORTH 45°07'51" EAST AND MEASURES 18.28 FEET); THENCE RUN NORTH 89°49'02" EAST, 9.45 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, RUN SOUTH 0°01'48" EAST, 247.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.23 ACRES, MORE OR LESS.

EXHIBIT C


NORTH
EASEMENT "A"
(50' PERMANENT EASEMENT)
EASEMENT "B"
(TEMP. CONST. EASEMENT)
EASEMENT "C"
(TEMP. CONST. EASEMENT)
POINT OF BEGINNING
EASEMENT "A"
POINT OF COMMENCING
EASEMENT "A" (50' PERMANENT EASEMENT)
EASEMENT "B" (TEMP. CONST. EASEMENT)
POINT OF BEGINNING
EASEMENT "C" (TEMP. CONST. EASEMENT)
SPRING HILL AVENUE
LEGEND
CONCRETE MONUMENT FOUND
CAPPED REBAR FOUND
CRIMP TOP IRON FOUND
PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
McCrory Williams
EASEMENT SKETCH MAP
FOR DOBBINS GROUP
SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA
GRAPHIC SCALE
SCALE 1" = 40'

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 TAXICAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab 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 May 19, 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 **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** 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, Travis Kayton individually or on behalf of _____, 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:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

Business Information

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

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Travis Houston			

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 [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paperwork back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 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:

Ground Transportation with Travis

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.

Travis Houston
Applicant's Signature

NAME OF ENTITY:
Ground Transportation with Travis

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

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.

Travis Houston

Signature

4/14/2026

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: Travis Houston

Date of Birth: ___ Security # ____

Present Address_

Home Phone Number:(_ ____Work Phone Number: _

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

Present Employer and Address: NONE

Present Position/Title: _____

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.

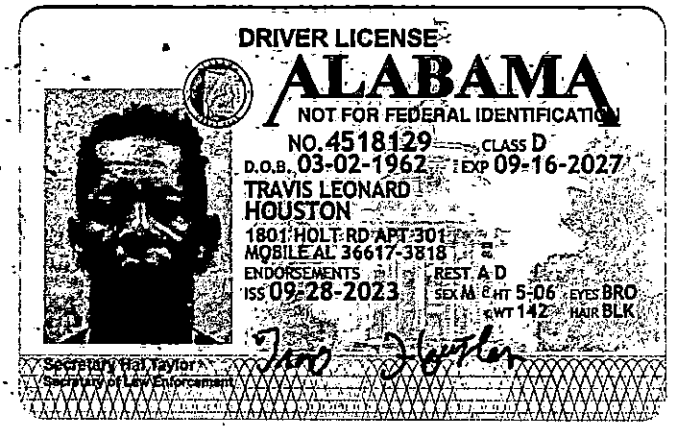
Give nature of all transactions or acts giving rise to these judgements.

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.

Travis Houston
Signature

4/14/26
Date Signed


DRIVER LICENSE
ALABAMA
NOT FOR FEDERAL IDENTIFICATION
NO. 4518129 CLASS D
D.O.B. 03-02-1962 EXP 09-16-2027
TRAVIS LEONARD
HOUSTON
1801 HOLT RD APT 301
MOBILE AL 36617-3818
ENDORSEMENTS REST A D
ISS 09-28-2023 SEX M HT 5-06 EYES BRO
WT 142 HAIR BLK
Secretary Hal Taylor
Secretary of Law Enforcement

APPLICANT

* See Privacy Act Notice on Back

D-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Hoston

RESIDENCE OF PERSON FINGERPRINTED: 561 WAGNER COURT, MOBILE, AL 36617

DATE: 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Webb,Patricia 21660

EMPLOYER AND ADDRESS: GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

REASON FINGERPRINTED: LIMO/TAXI DRIVER

ALIASES: AKA

ORI: AL0020100

DATE OF BIRTH: DOB Month Day Year 03-02-1962

CITIZENSHIP: CTZ	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH: POB
US	M	B	506	150	BRO	BLK	AL

YOUR NO: OCA

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

SOCIAL SECURITY NO: SOC 418022889

MISCELLANEOUS NO: MNU

LEAVE BLANK

CLASS

REF



NEC LSCAN500 003923 20260413

4/13/2026 9:48 AM









FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

APPLICANT

THIS CARD FOR USE BY:

1 LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS *

2 OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES: UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*

3 U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**

4 OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS

Please review this helpful information to aid in the successful processing of hard copy civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation:

Ensure all information is typed or legibly printed using blue or black ink.
Enter data within the boundaries of the designated field or block.
Complete all required fields. (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

* The required fields for hard copy civil fingerprint cards are: ORI, Date of Birth, Place of Birth, NAM, Sex, Date fingerprinted, Reason Fingerprinted, and proper completion of fingerprint impression boxes.

Do not use highlighters on fingerprint cards.
Do not enter data or labels within 'Leave Blank' areas.
Ensure fingerprint impressions are rolled completely from nail to nail.
Ensure fingerprint impressions are in the correct sequence.
Ensure notations are made for any missing fingerprint impression (i.e. amputation).
Do not use more than two retabs per fingerprint impression block.
Ensure no stray marks are within the fingerprint impression blocks.

Training aids can be ordered online via the Internet by accessing the FBI's website at: fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Biometric Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <identity@fbi.gov>.

Social Security Account Number (SSAN): Pursuant to the Privacy Act of 1974, any Federal, state, or local government agency that requests an individual to disclose his or her SSAN, is responsible for informing the person whether disclosure is mandatory or voluntary, by what statutory or other authority the SSAN is solicited, and what uses will be made of it. In this instance, the SSAN is solicited pursuant to 28 U.S.C. 534 and will be used as a unique identifier to confirm your identity because many people have the same name and date of birth. Disclosure of your SSAN is voluntary, however, failure to disclose your SSAN may affect completion or approval of your application.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub.L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

PAPERWORK REDUCTION ACT NOTICE

According to the Paperwork Reduction Act of 1995, no persons are required to provide the information requested unless a valid OMB control number is displayed. The valid OMB control number for this information collected is 1110-0046. The time required to complete this information collected is estimated to be 10 minutes, including time reviewing instructions, gathering, completing, reviewing and submitting the information collection. If you have any comments concerning the accuracy of this time estimate or suggestions for reducing this burden, please send to: Department Clearance Officer, United States Department of Justice, Justice Management Division, Policy and Planning Staff, Washington, DC 20530.

INSTRUCTIONS:

* 1 PRINTS MUST GENERALLY BE CHECKED THROUGH THE APPROPRIATE STATE IDENTIFICATION BUREAU, AND ONLY THOSE FINGERPRINTS FOR WHICH NO DISQUALIFYING RECORD HAS BEEN FOUND LOCALLY SHOULD BE SUBMITTED FOR FBI SEARCH.

2 IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI. UNIVERSAL CONTROL NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.

** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO, PASSPORT NO. [FP], ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS), VETERANS' ADMINISTRATION CLAIM NO. (VA).

FD-258 (Rev. 11-1-20)

U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

APPLICANT

See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

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TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM FIRST NAME MIDDLE NAME

HOSTON, TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

Travis Houston

RESIDENCE OF PERSON FINGERPRINTED

561 WAGNER COURT, MOBILE, AL 36617

DATE 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

Webb,Patricia 21660

EMPLOYER AND ADDRESS

GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

REASON FINGERPRINTED

LIMO/TAXI DRIVER

ALIASES AKA

ORI AL0020100

DATE OF BIRTH DOB Month Day Year 03-02-1962

CITIZENSHIP CTZ	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH POB
US	M	B	506	150	BRO	BLK	AL

YOUR NO OCA

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO MNU

SOCIAL SECURITY NO SOC 418022889

MISCELLANEOUS NO MNU

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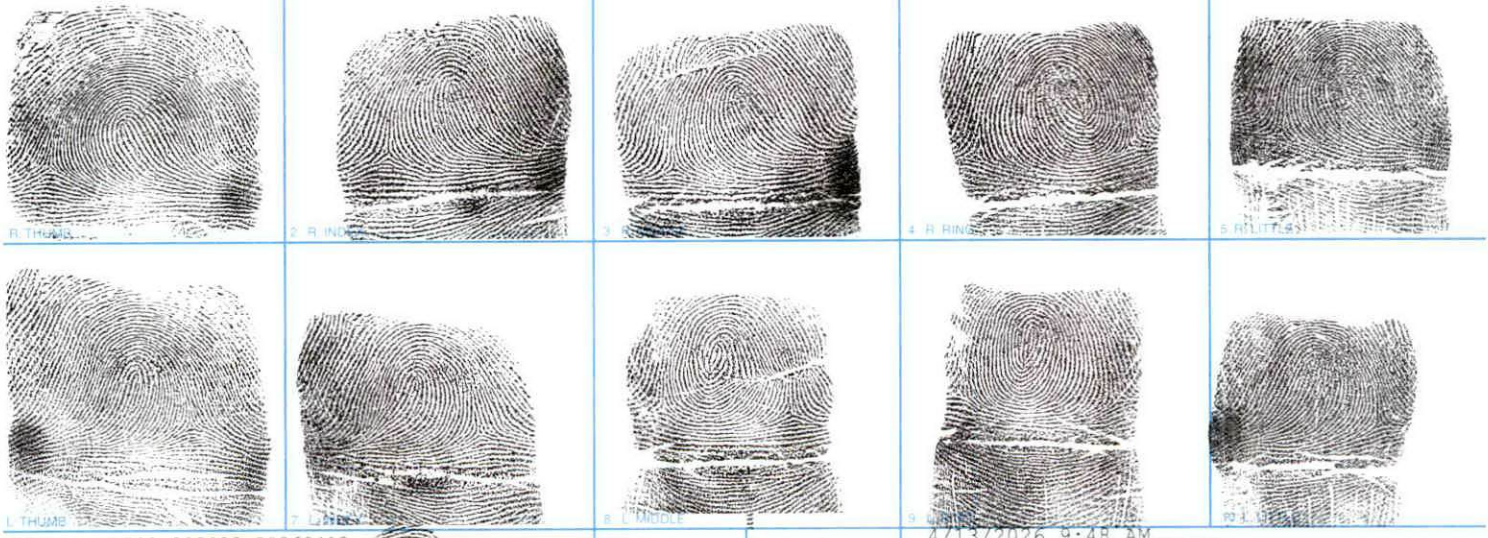
CLASS

REF



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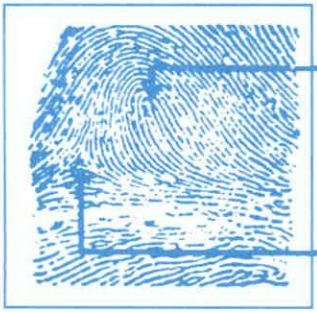
4/13/2026 9:48 AM



FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

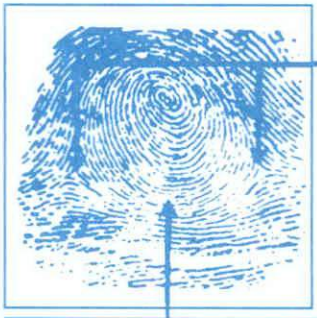
1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

APPLICANT

THIS CARD FOR USE BY:

1 LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS.*

2 OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES, UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*

3 U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**

4 OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS.

Please review this helpful information to aid in the successful processing of hard copy civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation.

Ensure all information is typed or legibly printed using blue or black ink.
Enter data within the boundaries of the designated field or block.
Complete all required fields. (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

* The required fields for hard copy civil fingerprint cards are: ORI, Date of Birth, Place of Birth, NAM, Sex, Date fingerprinted, Reason Fingerprinted, and proper completion of fingerprint impression boxes.

Do not use highlighters on fingerprint cards.
Do not enter data or labels within 'Leave Blank' areas.
Ensure fingerprint impressions are rolled completely from nail to nail.
Ensure fingerprint impressions are in the correct sequence.
Ensure notations are made for any missing fingerprint impression (i.e. amputation).
Do not use more than two retabs per fingerprint impression block.
Ensure no stray marks are within the fingerprint impression blocks.

Training aids can be ordered online via the Internet by accessing the FBI's website at fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Biometric Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <identity@fbi.gov>.

Social Security Account Number (SSAN): Pursuant to the Privacy Act of 1974, any Federal, state, or local government agency that requests an individual to disclose his or her SSAN, is responsible for informing the person whether disclosure is mandatory or voluntary, by what statutory or other authority the SSAN is solicited, and what uses will be made of it. In this instance, the SSAN is solicited pursuant to 28 U.S.C. 534 and will be used as a unique identifier to confirm your identity because many people have the same name and date of birth. Disclosure of your SSAN is voluntary; however, failure to disclose your SSAN may affect completion or approval of your application.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

PAPERWORK REDUCTION ACT NOTICE

According to the Paperwork Reduction Act of 1995, no persons are required to provide the information requested unless a valid OMB control number is displayed. The valid OMB control number for this information collected is 1110-0046. The time required to complete this information collected is estimated to be 10 minutes, including time reviewing instructions, gathering, completing, reviewing and submitting the information collection. If you have any comments concerning the accuracy of this time estimate or suggestions for reducing this burden, please send to: Department Clearance Officer, United States Department of Justice, Justice Management Division, Policy and Planning Staff, Washington, DC 20530.

INSTRUCTIONS:

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** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO., PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS), VETERANS' ADMINISTRATION CLAIM NO. (VA),

FD-258 (Rev. 11-1-20)

GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

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 TAXICAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab 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 May 19, 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 **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** 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, Travis Kayton individually or on behalf of _____, 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:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

Business Information

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

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Travis Houston			

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 [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paperwork back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 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:

Ground Transportation with Travis

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.

Travis Houston
Applicant's Signature

NAME OF ENTITY:
Ground Transportation with Travis

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE NOTARY PUBLIC ALABAMA STATE AT LARGE

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

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.

Travis Houston

Signature

4/14/2026

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: Travis Houston

Date of Birth: ___ Security # _____

Present Address_

Home Phone Number:(_____Work Phone Number: _

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

Present Employer and Address: NONE

Present Position/Title: _____

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.

Travis Houston
Signature

4/14/26
Date Signed



APPLICANT

See Privacy Act Notice on Back

D-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Houston

RESIDENCE OF PERSON FINGERPRINTED: [redacted]

ALIASES: AKA

ORI: AL0020100

[redacted]

CITIZENSHIP	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH
CTZ: US	M	B	506	150	BRO	BLK	POB: AL

DATE: 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Webb,Patricia 21660

YOUR NO: OCA

LEAVE BLANK

EMPLOYER AND ADDRESS: [redacted]

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

CLASS

REF

REASON FINGERPRINTED: LIMO/TAXI DRIVER

[redacted]

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

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Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

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FD-258 (Rev. 11-1-20)

U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

APPLICANT
See Privacy Act Notice on Back
)-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

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LAST NAME NAM FIRST NAME MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED
Travis Houston

ALIASES AKA

ORI [redacted]

[redacted]

RESIDENCE OF PERSON FINGERPRINTED
[redacted]

CITIZENSHIP CTZ	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH POB
US	M	B	506	150	BRO	BLK	AL

DATE 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS
Webb,Patricia 21660

YOUR NO OCA

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO MNU
[redacted]

EMPLOYER AND ADDRESS
[redacted]

LEAVE BLANK

CLASS

REF

REASON FINGERPRINTED
LIMO/TAXI DRIVER

[redacted]

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

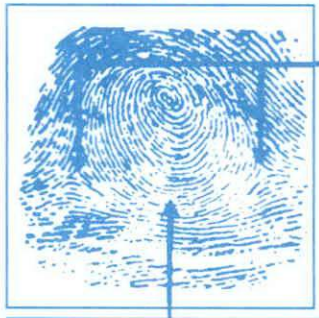
1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



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FD-258 (Rev. 11-1-20)
GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

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 SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Raw Medical Transport, LLC 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 May 19, 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 **Raw Medical Transport, LLC** 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, Roderick Williams individually or on behalf of RAW MEDICAL TRANSPORT, 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:

RAW MEDICAL TRANSPORT, LLC

Business Address: _

Telephone: _ Trade Name _____

Business Information

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

Birthdate: _ SSN: _____

Residence Address:

Address City State Zip code

Telephone Number: License #: _

Residing in Mobile County: Years: Months: 0

U.S. Citizenship: Yes ✓ No _____

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

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

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

Business Address:
(If different from a

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

Name	Title	Address	Amount of Stock Held (if any)

persons against which such judgements are pending, the [illegible] 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? 8am - 6pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

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.

Roderick Williams

Applicant's Signature

NAME OF ENTITY: RAW Medical Transport LLC

By: Roderick Williams

Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16th **DAY OF** April, 20 26

Notary Public

JAMES DRAKE NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires July 26, 2028

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WILLIAMS, RODERICK ANTOINE		
Address:		**Nick Name:**	
Phone:	.		
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	53
Weight:	155	**Eyes:**	BROWN
Height:	5'05"	**Facial:**	
Hair:	BALD	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL**	**DL Type:** C	**S'**
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: _____
DATE: 4-15-2026

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WILLIAMS, LAMANDA MARIE		
Address:	E	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	52
Weight:	166	**Eyes:**	BROWN
Height:	5'05"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL		**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: R. Hamilton
DATE: 4/16/26

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims: Ryan Jefferson

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. Jefferson

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 Ryan Jefferson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: May 19, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims: L. Nelson and minor, L. Nelson

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. Nelson

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 Lovalle Nelson and minor, Lavannah Nelson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed DENIAL
of a Conditional Use Permit for Property
Located at 904 Kentucky Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 19, 2026**, a public hearing will be held on the **23rd** day of **June, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed denial of a Conditional Use Permit for property located at 904 Kentucky Street to allow a Short-Term Rental in an R-1, Single-Family Residential Urban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on January 20, 2026, to allow a Short-Term Rental in an R-1, Single-Family Residential Urban District, located at 904 Kentucky Street and described as follows:

THE SOUTH 100 FEET OF LOT 8 IN SQUARE NUMBER 3, IN THE EASTON DIVISION OF THE CHOCTAW POINT TRACT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF KENTUCKY STREET, A DISTANCE OF 167.5 FEET WEST OF THE NORTHWEST CORNER OF BROAD STREET AND KENTUCKY STREET; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF KENTUCKY STREET 50 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN SAID SQUARE; THENCE RUNNING NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 100 FEET TO A POINT; THENCE RUNNING EASTWARDLY AND PARALLEL WITH KENTUCKY STREET 50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE RUNNING SOUTHWARDLY ALONG SAID EAST LINE 100 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 19, 2026, and recommended denial of the Conditional Use Permit due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

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

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of June, 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 27th day of May, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **904 Kentucky Street.**

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

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

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

WHEREAS, a Conditional Use Permit application was filed on **January 20, 2026**, to allow a Short-Term Rental in an **R-1, Single-Family Residential Urban District**, located at **904 Kentucky Street** and described as follows:

THE SOUTH 100 FEET OF LOT 8 IN SQUARE NUMBER 3, IN THE EASTON DIVISION OF THE CHOCTAW POINT TRACT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF KENTUCKY STREET, A DISTANCE OF 167.5 FEET WEST OF THE NORTHWEST CORNER OF BROAD STREET AND KENTUCKY STREET; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF KENTUCKY STREET 50 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN SAID SQUARE; THENCE RUNNING NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 100 FEET TO A POINT; THENCE RUNNING EASTWARDLY AND PARALLEL WITH KENTUCKY STREET 50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE RUNNING SOUTHWARDLY ALONG SAID EAST LINE 100 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **February 19, 2026**, and recommended **denial** of the Conditional Use Permit due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

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

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

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

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

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

Joan Hendrix
904 Kentucky Street
Council District 3
C.J. Small

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

February 26, 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 **Joan Hendrix** for a Conditional Use Permit approval to **allow a Short-Term Rental in an R-1, Single-Family Residential Urban District**, for the property located at **904 Kentucky Street**.

After discussion it was decided to recommend **denial** of the Conditional Use Permit request due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Joan Hendrix
751 Marine Street
Mobile, Alabama 36604

Re: 904 Kentucky Street
ZON-STR-003616-2026
Joan Hendrix
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Urban 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 denied the Conditional Use Permit request due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

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

Conditional Use Permit Application for Short Term Rental

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

Fees

Conditional Use Permit $500

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

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

---

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

	Applicant	Owner (If different from Applicant)
Name:	Joan Hendrix	
Firm:	N/A	
Phone:	251-610-6774	
Email:	joanwhendrix@att.net	
Address:	751 Marine Street Mobile, AL. 36604	

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

904 Kentucky Street Mobile, AL. 36605 — Property Address

754 — Property Area (acres or square feet)

2910370007068XXX — Parcel Number(s) or Key Number(s)

R-1 Single-Family Residential District — Present Zoning or Transect District

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8", use 8 ½" x 11" sheets of labels). Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ).

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

Joan Hendrix — 01-16-26

Owner Signature — Date

Joan Heal — 01-16-26

Applicant or Agent Signature (if applicable) — Date

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

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

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 14th day of January 2026

Signature Joan Hendrix

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Joan Williams Hendrix

_____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 14 day of January, 2026.

Notary Public _____

My Commission Expires June 4, 2028.

STATE OF ALABAMA NOTARY PUBLIC

JOE L. MARTIN, JR.
My Commission Expires
June 4, 2028

Conditional Use Permit – Short Term Rentals

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

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

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

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

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

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

---

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

   The proposed short-term rental use at 904 Kentucky Street, Mobile, Alabama 36605 is consistent with the City of Mobile's Comprehensive Plan, Map for Mobile, and the Future Land Use Map (FLUM). The property is designated for low-density residential use, which supports single-family homes and residential-scale activities. A short-term rental operated within an existing single-family dwelling does not change the residential occupancy rather than a commerical or intensive use. The proposal supports the Plan's goals of neighborhood preservation, housing flexibility, reinvestment in existing residential structures, and responsible property maintenance while remaining compatible with surrounding residental uses.

2. Future Land Use Map (FLUM) Designation Low-Density Residential Use

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

   There are no deficiencies identified with respect to Article 3 Development Standards - The dwelling will continue to function as a single-family residence in appearance and use.

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

   The proposal is designed to prevent any negative impacts on the development or improvement of adjacent properties. The short-term rental will be owner-managed and operated with established house rules that address noise, parking, trash disposal, and respectful behavior. No changes are proposed that would interfere with neighboring properties, including no encroachments, no increased density, and no activities that would hinder future development or improvement of surrounding residential lots. The continued upkeep and monitoring of the property will positively contribute to neighborhood stability.

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

   The proposed short-term rental will not generate emissions, vibration, odor, dust, smoke, gas, or other elements that could be considered noxius or offensive. The use is residential in nature and comparable to long-term residential occupancy. Measures to minimize potential impacts include: prohibition of parties and events; enforced quiet hours in accordance with local ordinances; occupancy limits appropriate for the size of the dwelling; and clear guest communication regarding neighborhood expectations. The proposal will not be detrimental to public health, safety, or general welfare.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.

   The short-term rental will not alter the surrounding neighborhood or the character of the dwelling. The home will retain its single-family residential appearance, with no exterior modifications, no commercial signage, and no chang in architectural character. The property will conntinue to blend seamlessly with neighboring residences and function as a quiet residential home. Guest turnover will be managed responsibly to avoid disruption, and the use will remain consistent with the established residential character of the area.

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

SITE PLAN AND BUILDING INFORMATION

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

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

☑ How many guest rooms are provided? 1

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

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

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

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

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

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

NEIGHBORHOOD MEETING DOCUMENTATION

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

Please verify the following documentation is provided:

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

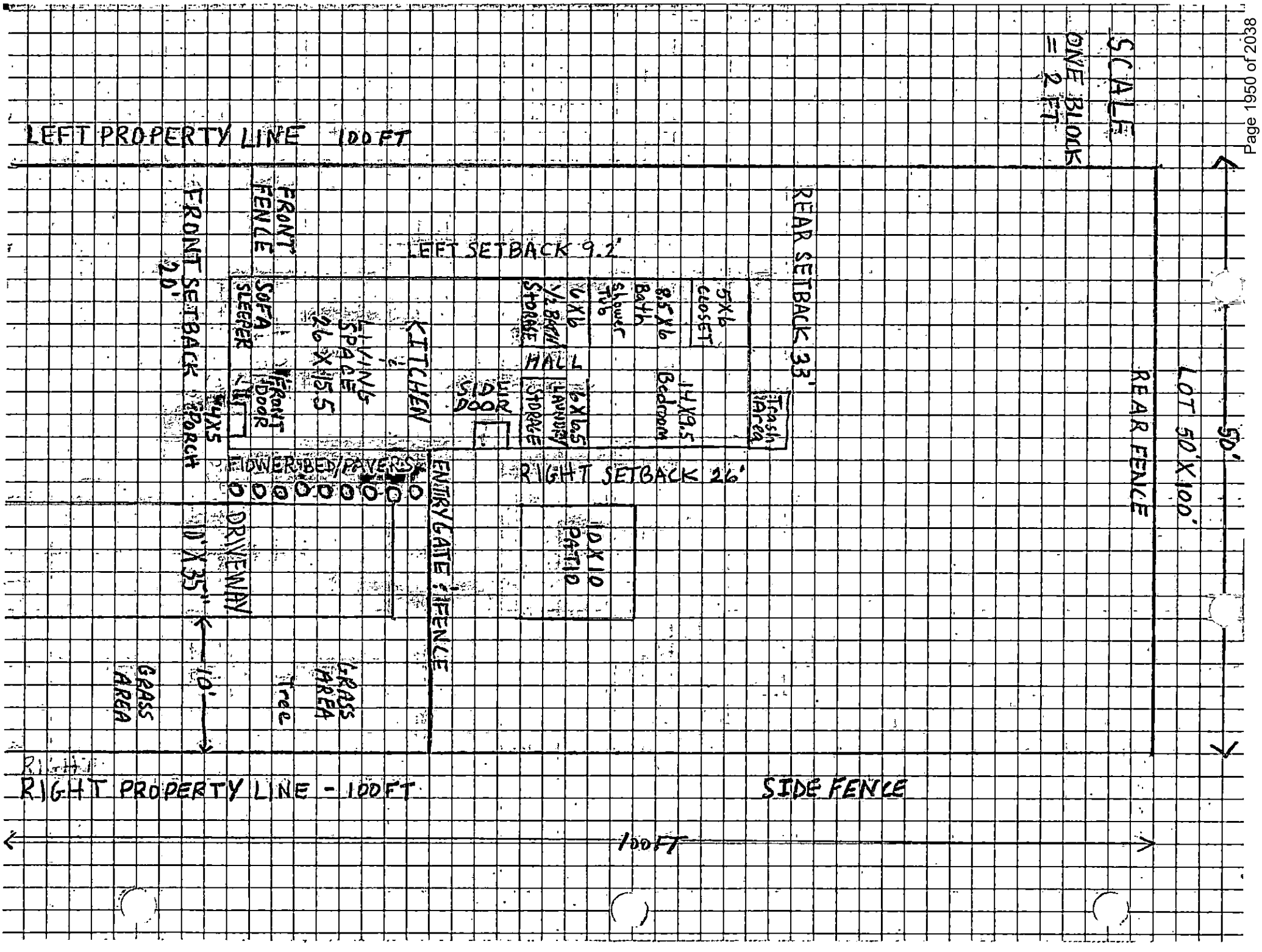
Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Provided following meeting
   Provided following meeting

2. What information was presented at the meeting?
   Provided following meeting

3. What concerns were raised during the meeting?
   Provided following meeting

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Provided following meeting


SCALE
ONE BLOCK = 2 FT
LEFT PROPERTY LINE 100 FT
FRONT FENCE
FRONT SETBACK 20'
LEFT SETBACK 9.2'
REAR SETBACK 33'
SOFA SLEEPER
LIVING SPACE 26 X 15.5
KITCHEN
SIDE DOOR
6X6 1/2 BATH STORAGE
HALL
6X6.5 LAUNDRY STORAGE
8.5X6 Bath Shower Tub
5X6 CLOSET
14X9.5 Bedroom
Trash Area
FRONT DOOR
4X5 PORCH
FLOWER BED/PAVERS
ENTRY GATE & FENCE
RIGHT SETBACK 26'
10X10 PATIO
DRIVEWAY
10' X 35'
10'
GRASS AREA
Tree
GRASS AREA
REAR FENCE
LOT 50' X 100'
50'
RIGHT PROPERTY LINE - 100 FT
SIDE FENCE
100 FT

Property Description

The property located at **904 Kentucky Street, Mobile, Alabama 36605**, is a well-maintained **1-bedroom, 1.5-bath single-family residence** situated on a 50' × 100' lot in a quiet residential area. The home includes adequate off-street parking for two vehicles, a designated garbage storage area located behind the house within the setback, and clearly defined outdoor spaces. The property meets the City of Mobile's site and design criteria under Article 5, Section 64-5-6.E.11.(g), making it suitable for consideration as a legal short-term rental.

Justification for Conditional Use Permit – Short-Term Rental

The request for a Conditional Use Permit for a short-term rental at 904 Kentucky Street is appropriate and justified based on regulatory compliance, neighborhood compatibility, and the positive contribution the property will make to the community.

1. Compliance With Zoning and Site/Design Standards

- The property fully complies with **Article 5, Section 64-5-6.E.11.(g)** requirements for short-term rental consideration.
- A **designated garbage storage location** is situated behind the home in the setback, more than adequate to meet City expectations and ensure orderly waste management.
- The property offers **two off-street parking spaces**, preventing any impact on street parking availability.
- All required documents, notifications, and criteria for the permit application have been properly completed.

2. Minimal Impact on Neighborhood Character

- With only **one bedroom**, the home naturally limits occupancy, ensuring low traffic and minimal noise.
- Typical guests are **single travelers, couples, or professionals**, which reduces the potential for disturbances or overcrowding.
- The property has established strict **house rules**, including quiet hours, no-parties, and clear parking requirements.
- Because the home is owner-managed, any concerns from neighbors can be addressed immediately and responsibly.

3. Contribution to Neighborhood Quality and Beautification

- Continued upkeep and **beautification** of the property support neighborhood appearance and overall stability.
- Maintaining the home as a short-term rental encourages consistent care, cleanliness, and attention to detail.

- The property's presentation creates a positive impression for the neighborhood and contributes to community pride.

4. Community and Economic Benefits

- The short-term rental will support the **local economy**, including restaurants, small businesses, and tourism services in Mobile.
- It provides a safe, attractive lodging option in an area that has limited visitor accommodations.
- The owner will comply with all applicable licensing requirements, including lodging tax collection and reporting.

5. Commitment to Responsible Operation

The owner certifies that the property will be run in full accordance with City of Mobile ordinances and the requirements of the Conditional Use Permit, including:

- Adherence to occupancy limits
- Compliance with noise, parking, and waste regulations
- Maintaining the property's appearance and cleanliness
- Providing emergency contact information and clearly posted rules for all guests

Outlook

Re: Joan Hendrix (ZON-STR-003616-2026)

From <dlogananderson@cityofmobile.gov>
Date Wed 1/21/2026 11:16 AM
To Joan Hendrix <joanwhendrix@att.net>
Cc York, Marie <marie.york@cityofmobile.gov>; Green, Tiffany <greent@cityofmobile.gov>; Walley, Samara <samara.walley@cityofmobile.gov>

Received, thank you,

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

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, February 4, 2026**.

If the application fees are paid **by noon on Thursday, January 22, 2026**, the case will be scheduled for the **February 19, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Regards,
Logan Anderson
Principal Planner I
Build Mobile
dlogananderson@cityofmobile.gov
(251) 208-5895 office
(251) 208-7904 direct

BUILD MOBILE

From: Joan Hendrix <joanwhendrix@att.net>
Sent: Wednesday, January 21, 2026 10:24 AM
To: Anderson, Logan <dlogananderson@cityofmobile.gov>
Cc: York, Marie <marie.york@cityofmobile.gov>; Green, Tiffany <greent@cityofmobile.gov>; Walley, Samara <samara.walley@cityofmobile.gov>
Subject: Re: Joan Hendrix (ZON-STR-003616-2026)

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

Good morning,
Mr. Anderson, thank you for the email. Please see the revised pictures attached.

If anything else is required, please let me know. Thanks for your assistance!

Joan

Outlook

Re: Joan Hendrix (ZON-STR-003616-2026)

From Anderson, Logan <dlogananderson@cityofmobile.gov>
Date Tue 1/20/2026 11:19 AM
To Joan Hendrix <joanwhendrix@att.net>
Cc York, Marie <marie.york@cityofmobile.gov>; Green, Tiffany <greent@cityofmobile.gov>; Walley, Samara <samara.walley@cityofmobile.gov>
Bcc Guthrie, Stephen <stephen.guthrie@cityofmobile.gov>

Ms. Hendrix,

After consulting with our Deputy Director, your application may continue to be processed for the February 19, 2026, Planning Commission meeting **provided the sign is revised to comply with the ordinance letter-size requirements and proof of the revision is submitted to our office no later than 4:30 p.m. on Thursday, January 22.**

The ordinance requires the following:

- All uppercase letters must be a minimum of four (4) inches in height.
- All lowercase letters must be a minimum of three (3) inches in height.

Once the sign has been revised and reinstalled on the property, please submit additional time-stamped photographs showing the updated sign in place.

Per department leadership, if the sign is not brought into compliance and we do not receive documentation of the revision and updated photographs by **Thursday, January 22**, the application will not be eligible for placement on the February 19, 2026, Planning Commission agenda.

Please let me know if you have any questions.

Regards,
Logan Anderson
Principal Planner I
Build Mobile
dlogananderson@cityofmobile.gov
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

From: Joan Hendrix <joanwhendrix@att.net>
Sent: Tuesday, January 20, 2026 10:43 AM

To: Anderson, Logan <dlogananderson@cityofmobile.gov>
Cc: York, Marie <marie.york@cityofmobile.gov>; Green, Tiffany <greent@cityofmobile.gov>; Walley, Samara <samara.walley@cityofmobile.gov>
Subject: Re: Joan Hendrix (ZON-STR-003616-2026)

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.

Mr. Anderson

> Within the packet provided to me, the sample illustration appears to indicate that only the top two headers on the sign are required to have 3-inch or 4-inch letters and/or numbers. Additionally, it is unclear how all of the required information could fit as 3 or 4 inch letters, even when using the largest size available from Office Depot - which happens to be the largest yard sign offered. For these reasons, I truly understood the specified letter size requirement to apply only to the top two headers.

Outlook

Joan Hendrix (ZON-STR-003616-2026)

From Anderson, Logan <dlogananderson@cityofmobile.gov>
Date Tue 1/20/2026 9:12 AM
To joanwhendrix@att.net <joanwhendrix@att.net>; DEOMETRYX@ATT.NET <DEOMETRYX@ATT.NET>
Cc York, Marie <marie.york@cityofmobile.gov>; Green, Tiffany <greent@cityofmobile.gov>; Walley, Samara <samara.walley@cityofmobile.gov>

Good Morning,

Staff has completed its initial review of the Conditional Use Permit application referenced above. Please note that the original application was submitted under an incorrect Plan Case type. That request has been voided, and a new case—**ZON-STR-003616-2026**—has been created for the Short-Term Rental application.

Before the application can be deemed complete and scheduled for Planning Commission consideration, the following items must be addressed:

1. Neighborhood Meeting Documentation Deficiencies

- The text on the posted sign advertising the Neighborhood Meeting does not meet the minimum size requirements. Pursuant to Article 5, Section 64-5-4.C.1.(a) of the Unified Development Code, letters and numbers must be a minimum of four (4) inches in height for uppercase characters and three (3) inches for lowercase characters. While the text on the upper portion of the sign may meet this standard, the text on the lower portion is not legible from the public right-of-way and therefore does not comply.
- A sign-in sheet documenting meeting attendance was not provided.
- A written summary or minutes of the meeting were not provided.
- The signed Neighborhood Meeting cover sheet was not provided.

2. New Neighborhood Meeting Required

Because the posted sign did not constitute adequate advertising, a new Neighborhood Meeting is required. The following items must be submitted as part of the Short-Term Rental application:

- Dated photographs of the posted sign, which must include, at a minimum, 4-inch-tall uppercase letters and 3-inch-tall lowercase letters.
- The address list of surrounding property owners who were notified.
- A copy of the notice advertising the Neighborhood Meeting.
- A sign-in sheet documenting meeting attendance.
- A written summary or minutes of the meeting.

- Copies of any site plans, building elevations, or other documents provided or referenced during the meeting.
- A signed Neighborhood Meeting cover sheet, as provided in the Neighborhood Meeting packet.

3. Legal Description

Please provide a copy of the property deed containing the full legal description. The abbreviated legal description submitted with the application is not sufficient.

Please note that it is too late to advertise and conduct a qualifying Neighborhood Meeting for the February 19, 2026, Planning Commission meeting. For the application to be eligible for consideration at the March 19, 2026, Planning Commission meeting, the following deadlines apply:

- **February 11, 2026:** Notices advertising the Neighborhood Meeting must be postmarked.
- **February 16, 2026:** Compliant signage must be placed on the property.
- **February 26, 2026:** Neighborhood Meeting must be conducted.

Once the required Neighborhood Meeting has been completed and the deed containing the full legal description has been submitted, the application may be processed for placement on a Planning Commission agenda.

The application (as revised under Case No. ZON-STR-003616-2026) remains valid for six (6) months from January 20, 2026. If the requested information is not submitted by **July 20, 2026**, the application will expire, and a new application will be required through the online portal.

Please feel free to contact me if you have any questions regarding these requirements.

Regards,

Logan Anderson
Principal Planner I
Build Mobile
dlogananderson@cityofmobile.gov
(251) 208-5895 office

BUILD MOBILE

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: January 28, 2026

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

Conditional Use Permit

Neighborhood Meeting Date: January 27, 2026

Neighborhood Meeting Time: 5:30 p.m. - 6:30 p.m.

Neighborhood Meeting Location: United Methodist Inner City Mission

913 South Broad Street, Mobile, AL. 36603

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

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

Applicant's Name: Joan Hendrix

(First Name & Last Name)

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

X Joan Hendrix Date: 01/28/2026

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

PLANNING AND ZONING
14 JAN 2026 AM10:13

Notice of Neighborhood Meeting

[Date of Notice – January 13, 2026]

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **Joan Hendrix** will be submitting to the Mobile City Planning Commission:

> Application (Conditional Use Permit) approval to allow use of the property located at 904 Kentucky Street, Mobile, AL. 36605 as a Short-Term-Rental.

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

Date: January 27, 2026

Time: 5:30 p.m.– 6:30 p.m.

Location: United Methodist Inner City Mission – 913 S. Broad Street- Mobile, AL. 36603

You are receiving this notice because your property is located within 300 feet of **904 Kentucky Street**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Joan Hendrix
751 Marine Street Mobile, AL. 36604
Joanwhendrix@att.net

Neighborhood Meeting

Date: January 27, 2026

Time: 5:30pm - 6:30pm

Location of Neighborhood Meeting: 913 South Broad St. Mobile, AL. 36603

Project Location: 904 Kentucky St. Mobile, AL. 36605

Project/Application (e.g. Rezoning from R-1 to B-1): ZON-STR-003616-2026 Short Term Rental Application

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

X Joan Hendrix Date 01-27-26

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: January 27, 2026

Meeting Time: 5:30p-6:30p

Meeting Location: Inner City Mission
913 South Broad St. Mobile, AL. 36603

Below is a summary of the proposed project presented at the Neighborhood Meeting:
The application advertised is for a proposed Short-term rental use. The property is located at 904 Kentucky Street, Mobile, AL. 36605. The home is an existing single-family residence. No exterior changes or new construction are proposed. The rental will provide temporary lodging for visitors. Occupancy will comply with City of Mobile requirements. Parking will be provided on site and/or on the public street as allowed. Noise, trash, and property upkeep will be actively managed. Approval is requested as a Conditional Use under City Regulations.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):
A site plan for the property was prepared. The Plan shows the existing layout of the lot. Copies were made available at the neighborhood meeting for review and distribution.

Please attach copies of the distributed information to this summary. No attendees

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred): No attendees

The applicant arrived at 5:20pm. The meeting was scheduled for 5:30pm - 6:30pm. No members of the public attended. The applicant remained for the full hour.

Neighborhood Meeting Summary
Date: January 27, 2026 **Meeting Location:** 913 South Broad Mobile, 36603
Applicant: Joan Hendrix **Application:** ZON-STR-003616-2026

(Meeting summary, continued)

N/A

If meeting minutes were recorded, please provide a copy of the written minutes with this summary. N/A - There were no attendees

The Neighborhood Meeting ended at the following time: Applicant remained until 6:30p.m.

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

X Joan Hendrix **Date:** 01-28-2026

KEYX	PARCEL	NAME	MAIL_ADDR1	MAIL_ADD
0094070B	R022910370007075.000	LEE MOSE JR, GERALDINE LEE & CARRIE AUSTIN	903 MARINE ST	
0094060O	R022910370007065.000	ANDREWS MARCELLA, NADINE C ANDREWS & CEDRIC R BROOKS	908 S BROAD ST	
0094067J	R022910370007071.000	HOLDER CYNTHIA	910 KENTUCKY ST	
0094068Z	R022910370007073.000	WILLIAMS PATSY	905 MARINE ST	
0094079Y	R022910370007084.000	PORTLOCK WILLIAM V JR & CLARA M PORTLOCK	957 MARINE ST	
0094081S	R022910370007086.000	SMALL CARACHER JR	950 S BROAD ST	
0094036I	R022910370007037.000	MAY RESTORATIONS INC , AN ALABAMA CORPORATION	50 COMMON ST	
0094037O	R022910370007038.000	SMITH FLORA B	4401 CHAMPLAIN AVE	
0094038Y	R022910370007039.000	STONE ARIZONA	312 SCHILLINGER RD S STE T PMB 121	
0094039B	R022910370007040.000	THOMAS CHARLES E JR	864 PARKWOOD DR W	
0094040S	R022910370007041.000	STONE ARIZONA	1507 GOVERNMENT ST	
01509193	R022910370007063.000	ST PETER BAPTIST CHURCH	902 S BROAD ST	
~~03020202~~	~~R022910370007063.001~~	~~ST PETER BAPTIST CHURCH~~	902 S BROAD ST	
0094061S	R022910370007066.000	PING INVESTMENTS LLC	2156 GOVERNMENT ST	
0094062B	R022910370007067.000	SMITH RANITA C	100 MICHAEL DONALD AVE	
0094063J	R022910370007068.000	HENDRIX JOAN	751 MARINE ST	
0094065S	R022910370007069.000	SABREE TERRY, LABARRON SMITH & SHIRLEY SISCO	1650 WOODBERRY DR	
~~0094066A~~	~~R022910370007070.000~~	~~SABREE TERRY 1/3 INT, LABARRON SMITH 1/3 INT &~~	1650 WOODBERRY DR	
01481337	R022910370007072.000	REID ANDRE L	4346 FOREST PARK DR	
0094069J	R022910370007074.000	JEBB PROPERTIES LLC	10 NOVATAN RD N	
0094075J	R022910370007081.000	POWE ADELL	607 DAPHMONT DR	
0094076Z	R022910370007082.000	WASHINGTON LEAH DENISE	113 EMOGENE PL	
0094078O	R022910370007083.000	SUMMERS LEVI & LEOLA	401 LUCKY WAY	
0094080G	R022910370007085.000	CIS AGENCY INCORPORATED	950 SOUTH BROAD ST	
0094082A	R022910370007087.000	MATEEN ELIJAH & BONNIE P	751 N CAROLINA ST	
~~0094083J~~	~~R022910370007088.000~~	~~CIS AGENCY INCORPORATED~~	950 SOUTH BROAD ST	
0094084Z	R022910370007089.000	STONE ARIZONA	312 SCHILLINGER RD S STE T PMB 121	
0094085J	R022910370007090.000	HUDSON SELENNA	1606 CHESHIRE DR W	
0094086O	R022910370007091.000	G & K ENTERPRISES INC	2612 WALTON AVENUE	
0094365Z	R022910370008063.000	CHU LING CHI, AS TRUSTEE OF THE LING CHI CHU REVOCABLE LIVING TRUST	2646 S GARTH AVE	
03564397	R022910370008065.001	TEMPLE OF PRAYER	911 S BROAD ST	
~~0094023S~~	~~R022910370007077.000~~	~~CIS AGENCY INCORPORATED~~	950 SOUTH BROAD ST	
0094077J	R022910370007082.01	PETERS ANGELA MICHELLE	515 DONALD ST	
0094366I	R022910370008065.000	UNITED METHODIST INNER CITY	913 S BROAD ST	
0094426Y	R022910370008130.000	CMC INVESTMENTS LLC	PO BOX 180716	
0094027S	R022910370007079.000	CIS AGENCY INCORPORATED	950 SOUTH BROAD ST	
~~0094024A~~	~~R022910370007080.000~~	~~CIS AGENCY INCORPORATED~~	950 SOUTH BROAD ST	
01509200	R022910370007064.000	KENNEDY LASHONDA DENISE	721 IVA CT	



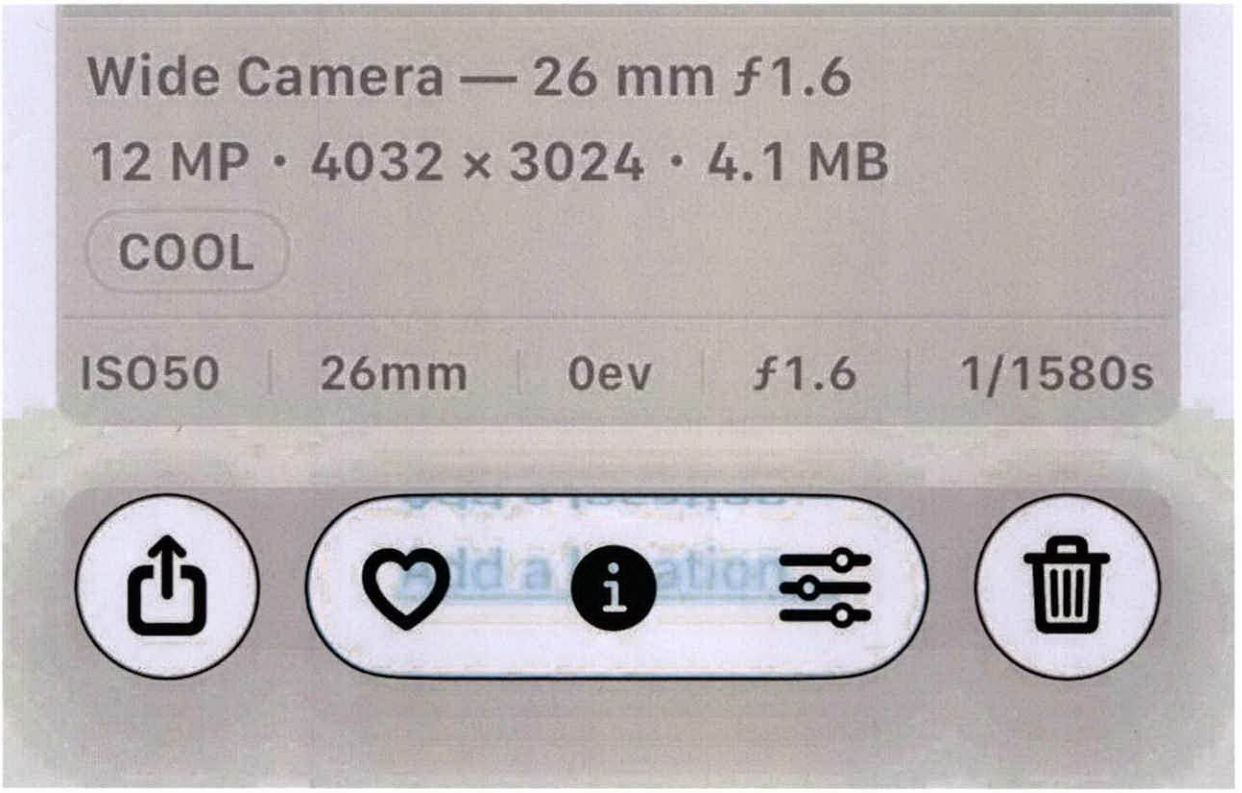
Add a Caption

Wednesday • Jan 21, 2026 • 9:55 AM

Adjust

IMG_4895

Apple iPhone 13 HEIF


Wide Camera — 26 mm ƒ1.6
12 MP · 4032 × 3024 · 4.1 MB
COOL
ISO50 | 26mm | 0ev | ƒ1.6 | 1/1580s

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use
Applicant: Joan Hendrix Phone #251-610-6777
Meeting Date: January 17 2024 Time: 5:30-6:30
Meeting Location: 913 S. Broad St Mobile, AL 36603



Sent from my iPhone

On Jan 20, 2026, at 11:19 AM, Anderson, Logan <dlogananderson@cityofmobile.gov> wrote:

Ms. Hendrix,

After consulting with our Deputy Director, your application may continue to be processed for the February 19, 2026, Planning Commission meeting **provided the sign is revised to comply with the ordinance letter-size requirements and proof of the revision is submitted to our office no later than 4:30 p.m. on Thursday, January 22.**

The ordinance requires the following:

- All uppercase letters must be a minimum of four (4) inches in height.
- All lowercase letters must be a minimum of three (3) inches in height.

Once the sign has been revised and reinstalled on the property, please submit additional time-stamped photographs showing the updated sign in place.

Per department leadership, if the sign is not brought into compliance and we do not receive documentation of the revision and updated photographs by **Thursday, January 22**, the application will not be eligible for placement on the February 19, 2026, Planning Commission agenda.

Please let me know if you have any questions.

Regards,
Logan Anderson
Principal Planner I
Build Mobile
dlogananderson@cityofmobile.gov
(251) 208-5895 office
(251) 208-7904 direct

<Outlook-mdbvv3sv.png>

From: Joan Hendrix <joanwhendrix@att.net>
Sent: Tuesday, January 20, 2026 10:43 AM
To: Anderson, Logan <dlogananderson@cityofmobile.gov>
Cc: York, Marie <marie.york@cityofmobile.gov>; Green, Tiffany <greent@cityofmobile.gov>; Walley, Samara <samara.walley@cityofmobile.gov>
Subject: Re: Joan Hendrix (ZON-STR-003616-2026)

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Mr. Anderson

> Within the packet provided to me, the sample illustration appears to indicate that only the top two headers on the sign are required to have 3-inch or 4-inch letters and/or numbers. Additionally, it is unclear how all of the required information could fit as 3 or 4 inch letters, even when using the largest size available from Office Depot - which happens to be the largest yard sign offered. For these reasons, I truly understood the specified letter size requirement to apply only to the top two headers.



Add a Caption

Wednesday • Jan 21, 2026 • 9:55 AM

Adjust

IMG_4895

Apple iPhone 13 HEIF

Wide Camera — 26 mm ƒ1.6

12 MP • 4032 × 3024 • 4.1 MB

COOL

ISO50 | 26mm | 0ev | ƒ1.6 | 1/1580s

ANDREWS MARCELLA, NADINE C ANDREWS & CEDRIC R BROOKS
908 S BROAD ST
MOBILE, AL. 36603

CHU LING CHI, AS TRUSTEE OF THE LING CHI CHU REVOCABLE LIVING TRUST
2646 S GARTH AVE
LOS ANGELES, CA. 90034

CIS AGENCY INCORPORATED
950 SOUTH BROAD ST
MOBILE, AL. 36603

CMC INVESTMENTS LLC
PO BOX 180716
MOBILE, AL. 36618

G & K ENTERPRISES INC
2612 WALTON AVENUE
MOBILE, AL. 36606

HOLDER CYNTHIA
910 KENTUCKY ST
MOBILE, AL. 36603

HUDSON SELENNA
1606 CHESHIRE DR W
MOBILE, AL. 36605

JEBB PROPERTIES LLC
10 NOVATAN RD N
MOBILE, AL. 36608

KENNEDY LASHONDA DENISE
721 IVA CT
EIGHT MILE, AL. 36613

LEE MOSE JR, GERALDINE LEE & CARRIE AUSTIN
903 MARINE ST
MOBILE, AL. 36605

MATEEN ELIJAH & BONNIE P
751 N CAROLINA ST
MOBILE, AL. 36603

MAY RESTORATIONS INC , AN ALABAMA CORPORATION
50 COMMON ST
MOBILE, AL. 36604

PETERS ANGELA MICHELLE
515 DONALD ST
MOBILE, AL. 36617

PING INVESTMENTS LLC
2156 GOVERNMENT ST
MOBILE, AL. 36606

PORTLOCK WILLIAM V JR & CLARA M PORTLOCK
957 MARINE ST
MOBILE, AL. 36605

POWE ADELL
607 DAPHMONT DR
DAPHNE, AL. 36526

REID ANDRE L
4346 FOREST PARK DR
EIGHT MILE, AL. 36613

SABREE TERRY 1/3 INT, LABARRON SMITH 1/3 INT &
1650 WOODBERRY DR
MOBILE, AL. 36695

SMALL CARACHER JR
950 S BROAD ST
MOBILE, AL. 36603

SMITH FLORA B
4401 CHAMPLAIN AVE
MOBILE, AL. 36619

SMITH RANITA C
100 MICHAEL DONALD AVE
MOBILE, AL. 36604

ST PETER BAPTIST CHURCH
902 S BROAD ST
MOBILE, AL. 36603

STONE ARIZONA
312 SCHILLINGER RD S STE T PMB 121
MOBILE, AL. 36608

STONE ARIZONA
1507 GOVERNMENT ST
MOBILE, AL. 36604

duplicate

~~STONE ARIZONA~~
~~312 SCHILLINGER RD S STE T PMB 121~~
~~MOBILE, AL. 36608~~

SUMMERS LEVI & LEOLA
401 LUCKY WAY
PRICHARD, AL. 36610

TEMPLE OF PRAYER
911 S BROAD ST
MOBILE, AL. 36603

THOMAS CHARLES E JR
864 PARKWOOD DR W
MOBILE, AL. 36608

UNITED METHODIST INNER CITY
913 S BROAD ST
MOBILE, AL. 36603

WASHINGTON LEAH DENISE
113 EMOGENE PL
MOBILE, AL. 36606

WILLIAMS PATSY
905 MARINE ST
MOBILE, AL. 36605

Return Address Label

JOAN HENDRIX
751 MARINE ST.
MOBILE, AL. 36604

JOAN HENDRIX
751 MARINE ST.
MOBILE, AL. 36604

JOAN HENDRIX
751 MARINE ST.
MOBILE, AL. 36604

JOAN HENDRIX
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KEYX	PARCEL	NAME	MAIL_ADDR1	MAIL_ADD
00940708	R022910370007075.000	LEE MOSE JR, GERALDINE LEE & CARRIE AUSTIN	903 MARINE ST	
00940600	R022910370007065.000	ANDREWS MARCELLA, NADINE C ANDREWS & CEDRIC R BROOKS	908 S BROAD ST	
00940673	R022910370007071.000	HOLDER CYNTHIA	910 KENTUCKY ST	
00940682	R022910370007073.000	WILLIAMS PATSY	905 MARINE ST	
00940799	R022910370007084.000	PORTLOCK WILLIAM V JR & CLARA M PORTLOCK	957 MARINE ST	
00940815	R022910370007086.000	SMALL CARACHER JR	950 S BROAD ST	
00940361	R022910370007037.000	MAY RESTORATIONS INC , AN ALABAMA CORPORATION	50 COMMON ST	
00940370	R022910370007038.000	SMITH FLORA B	4401 CHAMPLAIN AVE	
00940389	R022910370007039.000	STONE ARIZONA	312 SCHILLINGER RD S STE T PMB 121	
00940398	R022910370007040.000	THOMAS CHARLES E JR	864 PARKWOOD DR W	
00940405	R022910370007041.000	STONE ARIZONA	1507 GOVERNMENT ST	
01509193	R022910370007063.000	ST PETER BAPTIST CHURCH	902 S BROAD ST	
~~02028282~~	~~R022910370007063.001~~	~~ST PETER BAPTIST CHURCH~~ Duplicate	902 S BROAD ST	
00940619	R022910370007066.000	PING INVESTMENTS LLC	2156 GOVERNMENT ST	
00940628	R022910370007067.000	SMITH RANITA C	100 MICHAEL DONALD AVE	
00940637	R022910370007068.000	HENDRIX JOAN Applicant	751 MARINE ST	
00940655	R022910370007069.000	SABREE TERRY, LABARRON SMITH & SHIRLEY SISCO	1650 WOODBERRY DR	
~~00940664~~	~~R022910370007070.000~~	~~SABREE TERRY 1/3 INT, LABARRON SMITH 1/3 INT &~~ Duplicate	1650 WOODBERRY DR	
01481337	R022910370007072.000	REID ANDRE L	4346 FOREST PARK DR	
00940691	R022910370007074.000	JEBB PROPERTIES LLC	10 NOVATAN RD N	
00940753	R022910370007081.000	POWE ADELL	607 DAPHMONT DR	
00940762	R022910370007082.000	WASHINGTON LEAH DENISE	113 EMOGENE PL	
00940780	R022910370007083.000	SUMMERS LEVI & LEOLA	401 LUCKY WAY	
00940806	R022910370007085.000	CIS AGENCY INCORPORATED	950 SOUTH BROAD ST	
00940824	R022910370007087.000	MATEEN ELIJAH & BONNIE P	751 N CAROLINA ST	
~~00940833~~	~~R022910370007088.000~~	~~CIS AGENCY INCORPORATED~~ Duplicate	950 SOUTH BROAD ST	
00940842	R022910370007089.000	STONE ARIZONA	312 SCHILLINGER RD S STE T PMB 121	
00940851	R022910370007090.000	HUDSON SELENNA	1606 CHESHIRE DR W	
00940860	R022910370007091.000	G & K ENTERPRISES INC	2612 WALTON AVENUE	
00943652	R022910370008063.000	CHU LING CHI, AS TRUSTEE OF THE LING CHI CHU REVOCABLE LIVING TRUST	2646 S GARTH AVE	
03564397	R022910370008065.001	TEMPLE OF PRAYER	911 S BROAD ST	
~~00940726~~	~~R022910370007077.000~~	~~CIS AGENCY INCORPORATED~~ Duplicate	950 SOUTH BROAD ST	
00940771	R022910370007082.01	PETERS ANGELA MICHELLE	515 DONALD ST	
00943661	R022910370008065.000	UNITED METHODIST INNER CITY	913 S BROAD ST	
00944269	R022910370008130.000	CMC INVESTMENTS LLC	PO BOX 180716	
~~00940735~~	~~R022910370007079.000~~	~~CIS AGENCY INCORPORATED~~ Duplicate	950 SOUTH BROAD ST	
~~00940744~~	~~R022910370007080.000~~	~~CIS AGENCY INCORPORATED~~ Duplicate	950 SOUTH BROAD ST	
01509200	R022910370007064.000	KENNEDY LASHONDA DENISE	721 IVA CT	

ANDREWS MARCELLA, NADINE C ANDREWS & CEDRIC R BROOKS
908 S BROAD ST
MOBILE, AL. 36603

CHU LING CHI, AS TRUSTEE OF THE LING CHI CHU REVOCABLE LIVING TRUST
2646 S GARTH AVE
LOS ANGELES, CA. 90034

CIS AGENCY INCORPORATED
950 SOUTH BROAD ST
MOBILE, AL. 36603

CMC INVESTMENTS LLC
PO BOX 180716
MOBILE, AL. 36618

G & K ENTERPRISES INC
2612 WALTON AVENUE
MOBILE, AL. 36606

HOLDER CYNTHIA
910 KENTUCKY ST
MOBILE, AL. 36603

HUDSON SELENNA
1606 CHESHIRE DR W
MOBILE, AL. 36605

JEBB PROPERTIES LLC
10 NOVATAN RD N
MOBILE, AL. 36608

KENNEDY LASHONDA DENISE
721 IVA CT
EIGHT MILE, AL. 36613

LEE MOSE JR, GERALDINE LEE & CARRIE AUSTIN
903 MARINE ST
MOBILE, AL. 36605

MATEEN ELIJAH & BONNIE P
751 N CAROLINA ST
MOBILE, AL. 36603

MAY RESTORATIONS INC , AN ALABAMA CORPORATION
50 COMMON ST
MOBILE, AL. 36604

PETERS ANGELA MICHELLE
515 DONALD ST
MOBILE, AL. 36617

PING INVESTMENTS LLC
2156 GOVERNMENT ST
MOBILE, AL. 36606

PORTLOCK WILLIAM V JR & CLARA M PORTLOCK
957 MARINE ST
MOBILE, AL. 36605

POWE ADELL
607 DAPHMONT DR
DAPHNE, AL. 36526

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STONE ARIZONA
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MOBILE, AL. 36604

duplicate

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SUMMERS LEVI & LEOLA
401 LUCKY WAY
PRICHARD, AL. 36610

TEMPLE OF PRAYER
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113 EMOGENE PL
MOBILE, AL. 36606

WILLIAMS PATSY
905 MARINE ST
MOBILE, AL. 36605

P.O. Box 1827
Mobile, AL 36633
ATT: Planning & Zoning

P.O. Box 1827
Mobile, AL 36633
ATT: Councilman C.J. Small

Joan Hendrix
751 Marine Street
Mobile, AL. 36604

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751 Marine Street
Mobile, AL. 36604

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE February 19, 2026

APPLICANT Joan Hendrix

REQUEST Conditional Use Permit

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NTS

Planning Commission
February 19, 2026

Agenda Item # 12

ZON-STR-003616-2026

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

Applicant Materials for Consideration

DETAILS

Location:
904 Kentucky Street

Applicant/Agent:
Joan Hendrix

Property Owner:
Joan Hendrix

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

Future Land Use:
Mixed Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

1. Denial.

Report Contents: **Page**

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

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

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

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

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

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

Criteria Specific to Short-Term Rentals (STR):

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

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

PLANNING COMMENTS

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

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

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

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

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

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

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

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

Pursuant to Article 5, Section 64-5-6.E.1.(b) of the Unified Development Code, a use may be approved only if it complies with all applicable use regulations. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7), which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot. Accordingly, the request should not be approved.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE February 19, 2026

APPLICANT Joan Hendrix

REQUEST Conditional Use Permit

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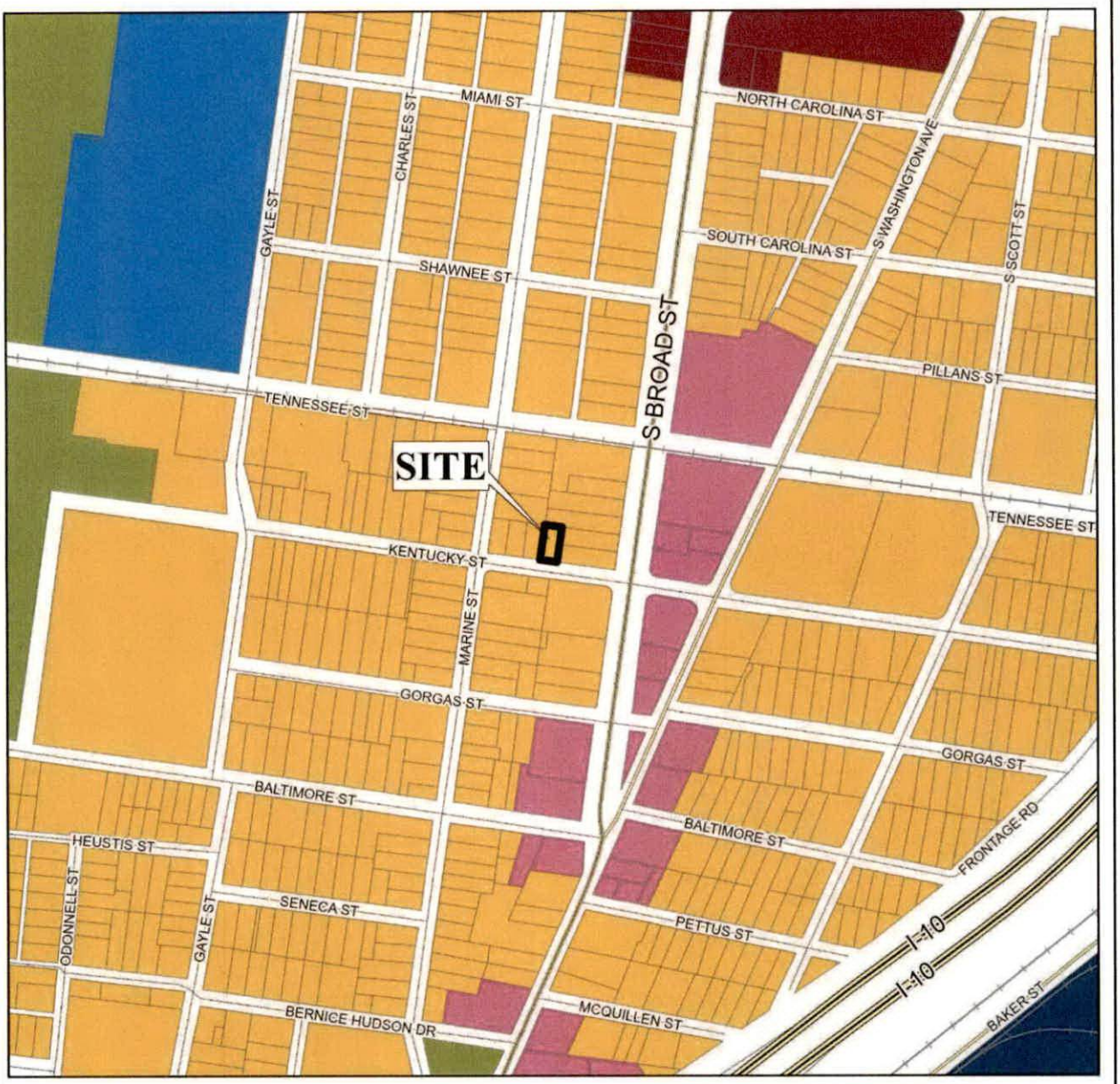
FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE February 19, 2026

APPLICANT Joan Hendrix

REQUEST Conditional Use Permit

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE February 19, 2026

APPLICANT Joan Hendrix

REQUEST Conditional Use Permit

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

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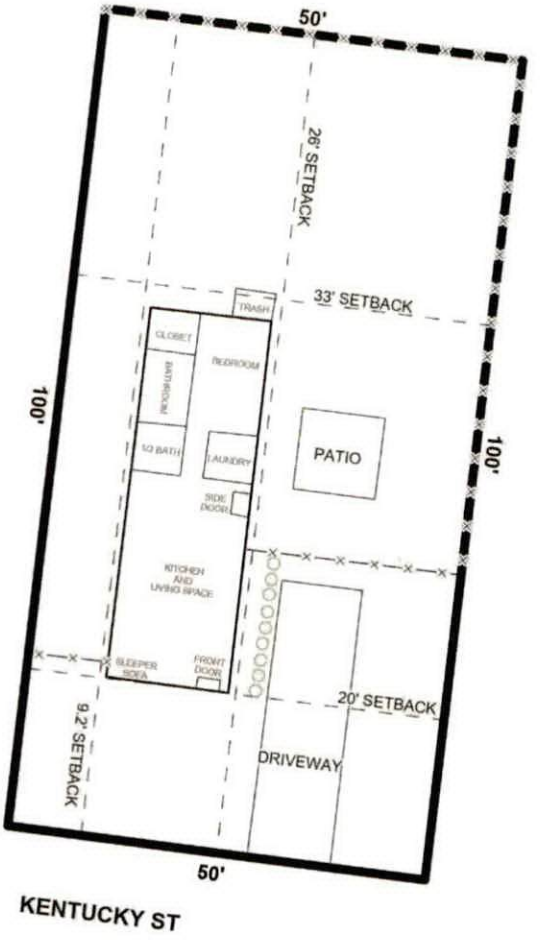
SITE PLAN



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

APPLICATION NUMBER 12 DATE February 19, 2026 APPLICANT Joan Hendrix REQUEST Conditional Use Permit	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

MIXED DENSITY RESIDENTIAL (MDR)

This designation applies mostly to residential areas located between Downtown and I-65, where the predominant character is that of a traditional neighborhood laid out on an urban street grid. These areas should offer a variety of residential types in a compact pattern at the scale of a single family neighborhood. They typically have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas near major thoroughfares. Residential density ranges between 6 and 30 dwelling units per acre (du/ac) depending on the mix, types, and locations of the housing as specified by zoning.

Development Intent

- Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- Support residential infill that fits-in with neighboring homes (building scale, placement, etc.). Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

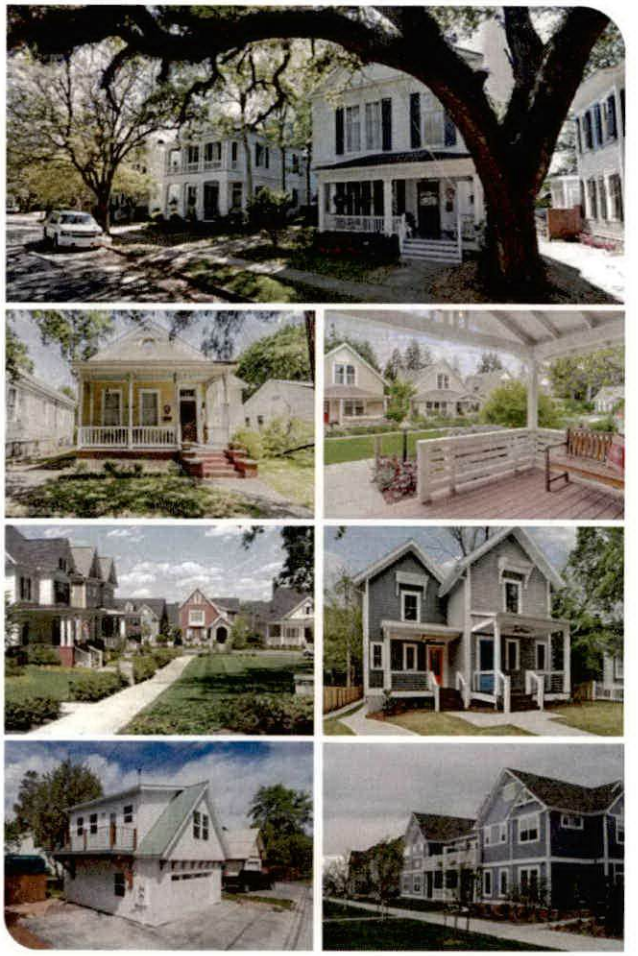
Secondary Uses

- Residential, Multifamily
- Commercial
- Civic
- Parks

Housing mix

- Single family on small to medium sized lots
- Attached residential such as duplexes, multiplexes, and townhomes
- Small scale multifamily buildings

Character Example



A mixed density neighborhood may include a range of housing types and densities at a similar scale.

Rendering: Dover Kohl

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 DENIAL
of a Conditional Use Permit for Property
Located at 904 Kentucky Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 19, 2026**, a public hearing will be held on the **23rd** day of **June, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed denial of a Conditional Use Permit for property located at 904 Kentucky Street to allow a Short-Term Rental in an R-1, Single-Family Residential Urban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on January 20, 2026, to allow a Short-Term Rental in an R-1, Single-Family Residential Urban District, located at 904 Kentucky Street and described as follows:

THE SOUTH 100 FEET OF LOT 8 IN SQUARE NUMBER 3, IN THE EASTON DIVISION OF THE CHOCTAW POINT TRACT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF KENTUCKY STREET, A DISTANCE OF 167.5 FEET WEST OF THE NORTHWEST CORNER OF BROAD STREET AND KENTUCKY STREET; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF KENTUCKY STREET 50 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN SAID SQUARE; THENCE RUNNING NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 100 FEET TO A POINT; THENCE RUNNING EASTWARDLY AND PARALLEL WITH KENTUCKY STREET 50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE RUNNING SOUTHWARDLY ALONG SAID EAST LINE 100 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 19, 2026, and recommended denial of the Conditional Use Permit due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

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

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of June, 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 27th day of May, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **904 Kentucky Street.**

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

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

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

WHEREAS, a Conditional Use Permit application was filed on **January 20, 2026**, to allow a Short-Term Rental in an **R-1, Single-Family Residential Urban District**, located at **904 Kentucky Street** and described as follows:

THE SOUTH 100 FEET OF LOT 8 IN SQUARE NUMBER 3, IN THE EASTON DIVISION OF THE CHOCTAW POINT TRACT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF KENTUCKY STREET, A DISTANCE OF 167.5 FEET WEST OF THE NORTHWEST CORNER OF BROAD STREET AND KENTUCKY STREET; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF KENTUCKY STREET 50 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN SAID SQUARE; THENCE RUNNING NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 100 FEET TO A POINT; THENCE RUNNING EASTWARDLY AND PARALLEL WITH KENTUCKY STREET 50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE RUNNING SOUTHWARDLY ALONG SAID EAST LINE 100 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **February 19, 2026**, and recommended **denial** of the Conditional Use Permit due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

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

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

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

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

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

Joan Hendrix
904 Kentucky Street
Council District 3
C.J. Small

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

February 26, 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 **Joan Hendrix** for a Conditional Use Permit approval to **allow a Short-Term Rental in an R-1, Single-Family Residential Urban District**, for the property located at **904 Kentucky Street**.

After discussion it was decided to recommend **denial** of the Conditional Use Permit request due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Joan Hendrix
[redacted]

Re: 904 Kentucky Street
ZON-STR-003616-2026
Joan Hendrix
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Urban 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 denied the Conditional Use Permit request due to the following:

1. The proposed use does not comply with all applicable use regulations of Article 5, Section 64-5-6E.1.(b) of the Unified Development Code; and
2. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7) of the Unified Development Code, which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot.

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

Conditional Use Permit Application for Short Term Rental

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

Fees

Conditional Use Permit $500

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

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

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

	Applicant	Owner (If different from Applicant)
Name:	Joan Hendrix	
Firm:	N/A	
Phone:	[redacted]	
Email:		
Address:		

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

904 Kentucky Street Mobile, AL. 36605 — Property Address

754 — Property Area (acres or square feet)

2910370007068XXX — Parcel Number(s) or Key Number(s)

R-1 Single-Family Residential District — Present Zoning or Transect District

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8", use 8 ½" x 11" sheets of labels). Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ).

[redacted]

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: 01-16-26

Applicant or Agent Signature (if applicable) — Date: 01-16-26

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

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

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 14th day of January 2026

Signature

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Joan Williams Hendrix

_____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 14 day of January, 2026.

Notary Public

My Commission Expires June 4, 2028.

STATE OF ALABAMA NOTARY PUBLIC
JOE L. MARTIN, JR.
My Commission Expires
June 4, 2028

[redacted]

Conditional Use Permit – Short Term Rentals

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

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

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

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

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

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

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

   The proposed short-term rental use at 904 Kentucky Street, Mobile, Alabama 36605 is consistent with the City of Mobile's Comprehensive Plan, Map for Mobile, and the Future Land Use Map (FLUM). The property is designated for low-density residential use, which supports single-family homes and residential-scale activities. A short-term rental operated within an existing single-family dwelling does not change the residential occupancy rather than a commercial or intensive use. The proposal supports the Plan's goals of neighborhood preservation, housing flexibility, reinvestment in existing residential structures, and responsible property maintenance while remaining compatible with surrounding residential uses.

2. Future Land Use Map (FLUM) Designation Low-Density Residential Use

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

   There are no deficiencies identified with respect to Article 3 Development Standards - The dwelling will continue to function as a single-family residence in appearance and use.

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

   The proposal is designed to prevent any negative impacts on the development or improvement of adjacent properties. The short-term rental will be owner-managed and operated with established house rules that address noise, parking, trash disposal, and respectful behavior. No changes are proposed that would interfere with neighboring properties, including no encroachments, no increased density, and no activities that would hinder future development or improvement of surrounding residential lots. The continued upkeep and monitoring of the property will positively contribute to neighborhood stability.

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

   The proposed short-term rental will not generate emissions, vibration, odor, dust, smoke, gas, or other elements that could be considered noxious or offensive. The use is residential in nature and comparable to long-term residential occupancy. Measures to minimize potential impacts include: prohibition of parties and events; enforced quiet hours in accordance with local ordinances; occupancy limits appropriate for the size of the dwelling; and clear guest communication regarding neighborhood expectations. The proposal will not be detrimental to public health, safety, or general welfare.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.

   The short-term rental will not alter the surrounding neighborhood or the character of the dwelling. The home will retain its single-family residential appearance, with no exterior modifications, no commercial signage, and no change in architectural character. The property will continue to blend seamlessly with neighboring residences and function as a quiet residential home. Guest turnover will be managed responsibly to avoid disruption, and the use will remain consistent with the established residential character of the area.

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

[redacted]

SITE PLAN AND BUILDING INFORMATION

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

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

☑ How many guest rooms are provided? 1

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

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

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

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

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

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

[redacted]

NEIGHBORHOOD MEETING DOCUMENTATION

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

Please verify the following documentation is provided:

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

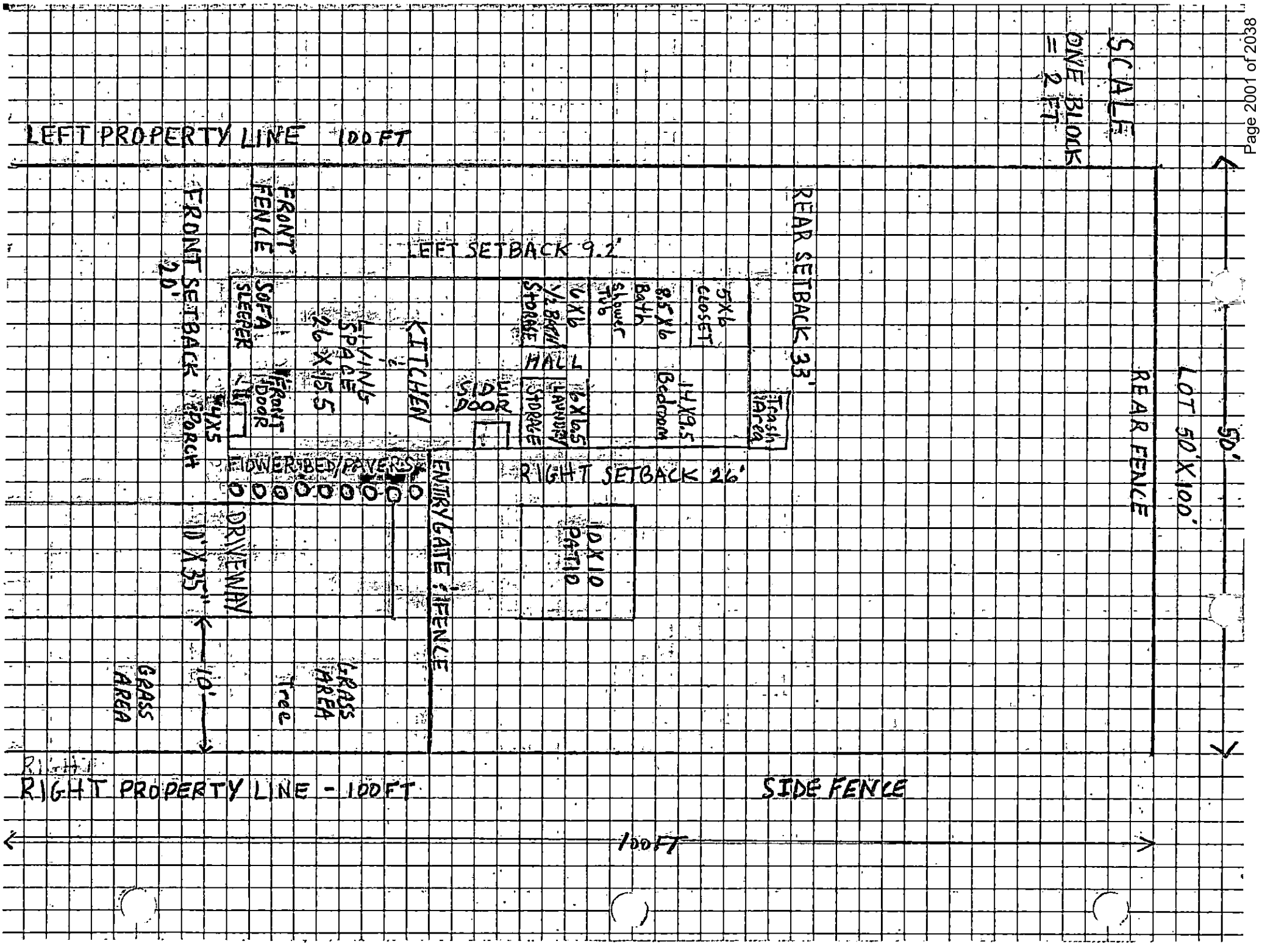
Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Provided following meeting
   Provided following meeting

2. What information was presented at the meeting?
   Provided following meeting

3. What concerns were raised during the meeting?
   Provided following meeting

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Provided following meeting


SCALE
ONE BLOCK = 2 FT
LEFT PROPERTY LINE 100 FT
FRONT FENCE
FRONT SETBACK 20'
LEFT SETBACK 9.2'
REAR SETBACK 33'
SOFA SLEEPER
LIVING SPACE 26 X 15.5
KITCHEN
SIDE DOOR
6X6 1/2 BATH STORAGE
HALL
6X6.5 LAUNDRY STORAGE
8.5X6 Bath
Shower Tub
5X6 CLOSET
14X9.5 Bedroom
Trash Area
FRONT DOOR
4X5 PORCH
FLOWER BED/PAVERS
RIGHT SETBACK 26'
ENTRY GATE & FENCE
10X10 PATIO
DRIVEWAY
10' X 35'
10'
GRASS AREA
Tree
GRASS AREA
REAR FENCE
LOT 50' X 100'
50'
RIGHT PROPERTY LINE - 100 FT
SIDE FENCE
100 FT

Property Description

The property located at **904 Kentucky Street, Mobile, Alabama 36605**, is a well-maintained **1-bedroom, 1.5-bath single-family residence** situated on a 50' × 100' lot in a quiet residential area. The home includes adequate off-street parking for two vehicles, a designated garbage storage area located behind the house within the setback, and clearly defined outdoor spaces. The property meets the City of Mobile's site and design criteria under Article 5, Section 64-5-6.E.11.(g), making it suitable for consideration as a legal short-term rental.

Justification for Conditional Use Permit – Short-Term Rental

The request for a Conditional Use Permit for a short-term rental at 904 Kentucky Street is appropriate and justified based on regulatory compliance, neighborhood compatibility, and the positive contribution the property will make to the community.

1. Compliance With Zoning and Site/Design Standards

- The property fully complies with **Article 5, Section 64-5-6.E.11.(g)** requirements for short-term rental consideration.
- A **designated garbage storage location** is situated behind the home in the setback, more than adequate to meet City expectations and ensure orderly waste management.
- The property offers **two off-street parking spaces**, preventing any impact on street parking availability.
- All required documents, notifications, and criteria for the permit application have been properly completed.

2. Minimal Impact on Neighborhood Character

- With only **one bedroom**, the home naturally limits occupancy, ensuring low traffic and minimal noise.
- Typical guests are **single travelers, couples, or professionals**, which reduces the potential for disturbances or overcrowding.
- The property has established strict **house rules**, including quiet hours, no-parties, and clear parking requirements.
- Because the home is owner-managed, any concerns from neighbors can be addressed immediately and responsibly.

3. Contribution to Neighborhood Quality and Beautification

- Continued upkeep and **beautification** of the property support neighborhood appearance and overall stability.
- Maintaining the home as a short-term rental encourages consistent care, cleanliness, and attention to detail.

- The property's presentation creates a positive impression for the neighborhood and contributes to community pride.

4. Community and Economic Benefits

- The short-term rental will support the **local economy**, including restaurants, small businesses, and tourism services in Mobile.
- It provides a safe, attractive lodging option in an area that has limited visitor accommodations.
- The owner will comply with all applicable licensing requirements, including lodging tax collection and reporting.

5. Commitment to Responsible Operation

The owner certifies that the property will be run in full accordance with City of Mobile ordinances and the requirements of the Conditional Use Permit, including:

- Adherence to occupancy limits
- Compliance with noise, parking, and waste regulations
- Maintaining the property's appearance and cleanliness
- Providing emergency contact information and clearly posted rules for all guests

Outlook

Re: Joan Hendrix (ZON-STR-003616-2026)

[redacted]

Received, thank you,

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

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, February 4, 2026**.

If the application fees are paid **by noon on Thursday, January 22, 2026**, the case will be scheduled for the **February 19, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Regards,
Logan Anderson
Principal Planner I
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

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

Good morning,
Mr. Anderson, thank you for the email. Please see the revised pictures attached.

If anything else is required, please let me know. Thanks for your assistance!

Joan

Outlook

Re: Joan Hendrix (ZON-STR-003616-2026)

[redacted]

Ms. Hendrix,

After consulting with our Deputy Director, your application may continue to be processed for the February 19, 2026, Planning Commission meeting **provided the sign is revised to comply with the ordinance letter-size requirements and proof of the revision is submitted to our office no later than 4:30 p.m. on Thursday, January 22.**

The ordinance requires the following:

- All uppercase letters must be a minimum of four (4) inches in height.
- All lowercase letters must be a minimum of three (3) inches in height.

Once the sign has been revised and reinstalled on the property, please submit additional time-stamped photographs showing the updated sign in place.

Per department leadership, if the sign is not brought into compliance and we do not receive documentation of the revision and updated photographs by **Thursday, January 22**, the application will not be eligible for placement on the February 19, 2026, Planning Commission agenda.

Please let me know if you have any questions.

Regards,
Logan Anderson
Principal Planner I
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Sent: Tuesday, January 20, 2026 10:45 AM

[redacted]

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Mr. Anderson

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Outlook

Joan Hendrix (ZON-STR-003616-2026)

[redacted]

Good Morning,

Staff has completed its initial review of the Conditional Use Permit application referenced above. Please note that the original application was submitted under an incorrect Plan Case type. That request has been voided, and a new case—**ZON-STR-003616-2026**—has been created for the Short-Term Rental application.

Before the application can be deemed complete and scheduled for Planning Commission consideration, the following items must be addressed:

1. Neighborhood Meeting Documentation Deficiencies

- The text on the posted sign advertising the Neighborhood Meeting does not meet the minimum size requirements. Pursuant to Article 5, Section 64-5-4.C.1.(a) of the Unified Development Code, letters and numbers must be a minimum of four (4) inches in height for uppercase characters and three (3) inches for lowercase characters. While the text on the upper portion of the sign may meet this standard, the text on the lower portion is not legible from the public right-of-way and therefore does not comply.
- A sign-in sheet documenting meeting attendance was not provided.
- A written summary or minutes of the meeting were not provided.
- The signed Neighborhood Meeting cover sheet was not provided.

2. New Neighborhood Meeting Required

Because the posted sign did not constitute adequate advertising, a new Neighborhood Meeting is required. The following items must be submitted as part of the Short-Term Rental application:

- Dated photographs of the posted sign, which must include, at a minimum, 4-inch-tall uppercase letters and 3-inch-tall lowercase letters.
- The address list of surrounding property owners who were notified.
- A copy of the notice advertising the Neighborhood Meeting.
- A sign-in sheet documenting meeting attendance.
- A written summary or minutes of the meeting.

- Copies of any site plans, building elevations, or other documents provided or referenced during the meeting.
- A signed Neighborhood Meeting cover sheet, as provided in the Neighborhood Meeting packet.

3. Legal Description

Please provide a copy of the property deed containing the full legal description. The abbreviated legal description submitted with the application is not sufficient.

Please note that it is too late to advertise and conduct a qualifying Neighborhood Meeting for the February 19, 2026, Planning Commission meeting. For the application to be eligible for consideration at the March 19, 2026, Planning Commission meeting, the following deadlines apply:

- **February 11, 2026:** Notices advertising the Neighborhood Meeting must be postmarked.
- **February 16, 2026:** Compliant signage must be placed on the property.
- **February 26, 2026:** Neighborhood Meeting must be conducted.

Once the required Neighborhood Meeting has been completed and the deed containing the full legal description has been submitted, the application may be processed for placement on a Planning Commission agenda.

The application (as revised under Case No. ZON-STR-003616-2026) remains valid for six (6) months from January 20, 2026. If the requested information is not submitted by **July 20, 2026**, the application will expire, and a new application will be required through the online portal.

Please feel free to contact me if you have any questions regarding these requirements.

Regards,

Logan Anderson
Principal Planner I
Build Mobile
[redacted]
BUILDMOBILE

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: January 28, 2026

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

Conditional Use Permit

Neighborhood Meeting Date: January 27, 2026

Neighborhood Meeting Time: 5:30 p.m. - 6:30 p.m.

Neighborhood Meeting Location: United Methodist Inner City Mission

913 South Broad Street, Mobile, AL. 36603

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

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

Applicant's Name: Joan Hendrix

(First Name & Last Name)

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

X Joan Hendrix Date: 01/28/2026

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

PLANNING AND ZONING
14 JAN 2026 AM10:13

Notice of Neighborhood Meeting

[Date of Notice – January 13, 2026]

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **Joan Hendrix** will be submitting to the Mobile City Planning Commission:

> Application (Conditional Use Permit) approval to allow use of the property located at 904 Kentucky Street, Mobile, AL. 36605 as a Short-Term-Rental.

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

Date: January 27, 2026

Time: 5:30 p.m.– 6:30 p.m.

Location: United Methodist Inner City Mission – 913 S. Broad Street- Mobile, AL. 36603

You are receiving this notice because your property is located within 300 feet of **904 Kentucky Street**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Joan Hendrix

[redacted]

Neighborhood Meeting

Date: January 27, 2026

Time: 5:30pm - 6:30pm

Location of Neighborhood Meeting: 913 South Broad St. Mobile, AL. 36603

Project Location: 904 Kentucky St. Mobile, AL. 36605

Project/Application (e.g. Rezoning from R-1 to B-1): ZON-STR-003616-2026 Short Term Rental Application

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

X Joan Hendrix Date 01-27-26

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: January 27, 2026

Meeting Time: 5:30p-6:30p

Meeting Location: Inner City Mission
913 South Broad St. Mobile, AL. 36603

Below is a summary of the proposed project presented at the Neighborhood Meeting:
The application advertised is for a proposed Short-term rental use. The property is located at 904 Kentucky Street, Mobile, AL. 36605. The home is an existing single-family residence. No exterior changes or new construction are proposed. The rental will provide temporary lodging for visitors. Occupancy will comply with City of Mobile requirements. Parking will be provided on site and/or on the public street as allowed. Noise, trash, and property upkeep will be actively managed. Approval is requested as a Conditional Use under City Regulations.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):
A site plan for the property was prepared. The Plan shows the existing layout of the lot. Copies were made available at the neighborhood meeting for review and distribution.

Please attach copies of the distributed information to this summary. No attendees

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred): No attendees

The applicant arrived at 5:20pm. The meeting was scheduled for 5:30pm - 6:30pm. No members of the public attended. The applicant remained for the full hour.

Neighborhood Meeting Summary
Date: January 27, 2026 **Meeting Location:** 913 South Broad Mobile, 36603
Applicant: Joan Hendrix **Application:** ZON-STR-003616-2026

(Meeting summary, continued)

N/A

If meeting minutes were recorded, please provide a copy of the written minutes with this summary. N/A - There were no attendees

The Neighborhood Meeting ended at the following time: Applicant remained until 6:30p.m.

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

X Joan Hendrix **Date:** 01-28-2026



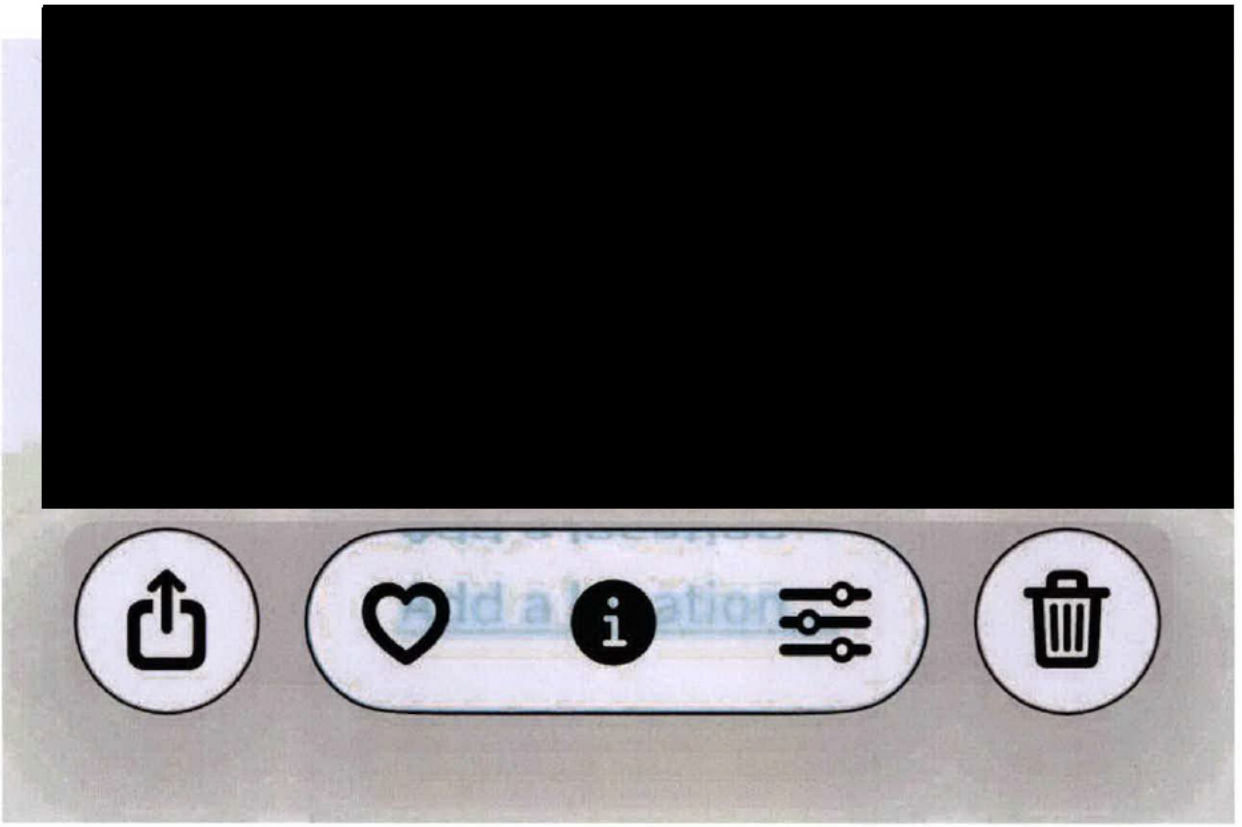


Add a Caption

Wednesday • Jan 21, 2026 •
9:55 AM

Adjust

[redacted]



NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use



Sent from my iPhone

[redacted]

Ms. Hendrix,

After consulting with our Deputy Director, your application may continue to be processed for the February 19, 2026, Planning Commission meeting **provided the sign is revised to comply with the ordinance letter-size requirements and proof of the revision is submitted to our office no later than 4:30 p.m. on Thursday, January 22.**

The ordinance requires the following:

- All uppercase letters must be a minimum of four (4) inches in height.
- All lowercase letters must be a minimum of three (3) inches in height.

Once the sign has been revised and reinstalled on the property, please submit additional time-stamped photographs showing the updated sign in place.

Per department leadership, if the sign is not brought into compliance and we do not receive documentation of the revision and updated photographs by **Thursday, January 22**, the application will not be eligible for placement on the February 19, 2026, Planning Commission agenda.

Please let me know if you have any questions.

Regards,
Logan Anderson
Principal Planner I
Build Mobile

[redacted]

[redacted]

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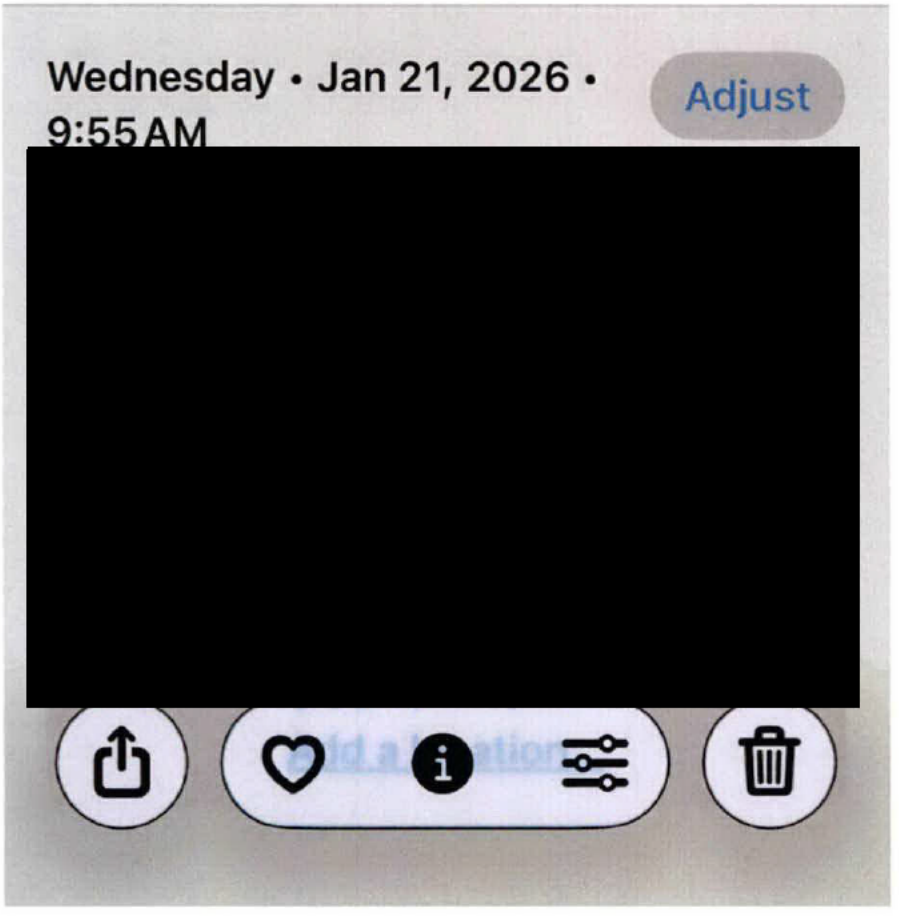
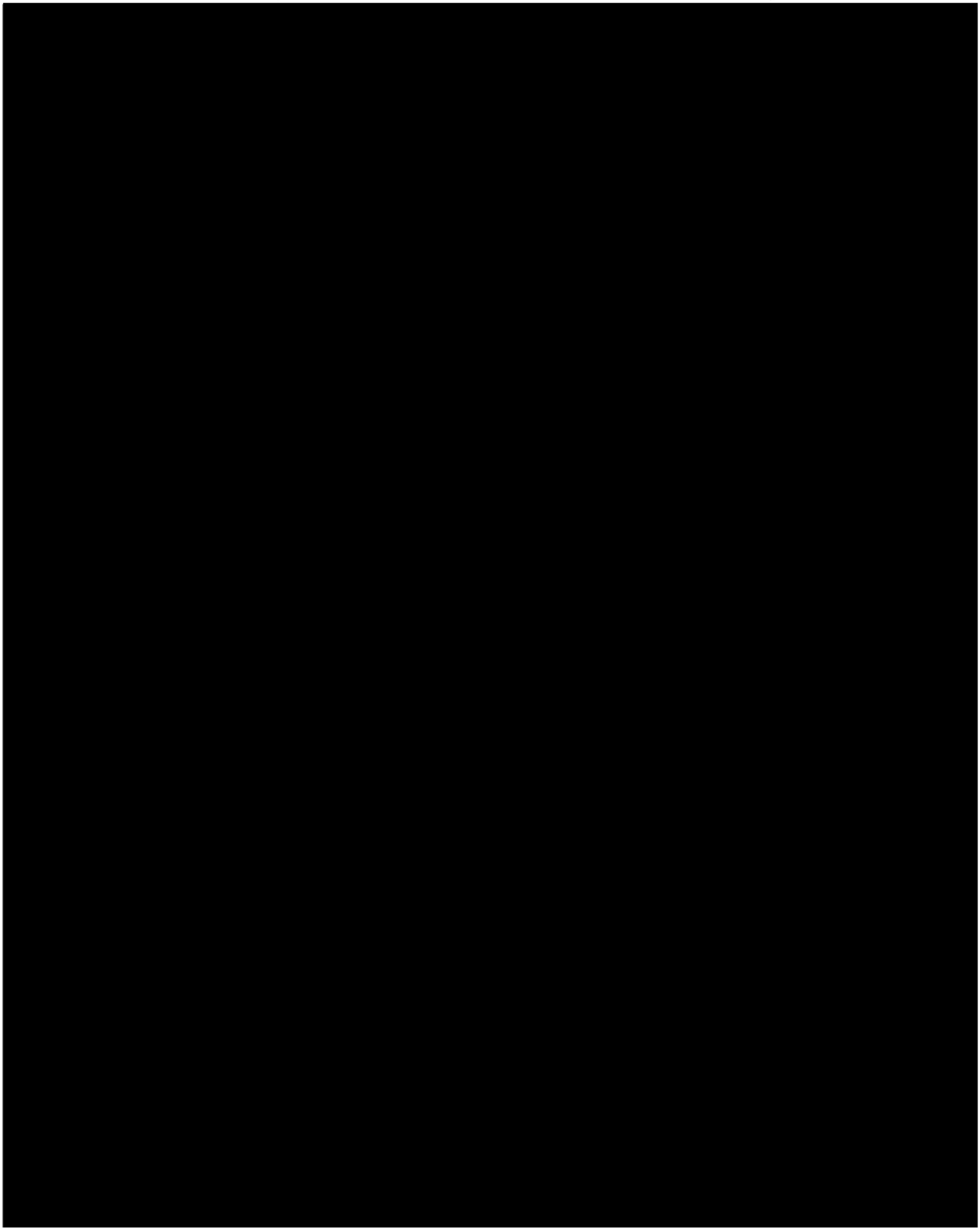
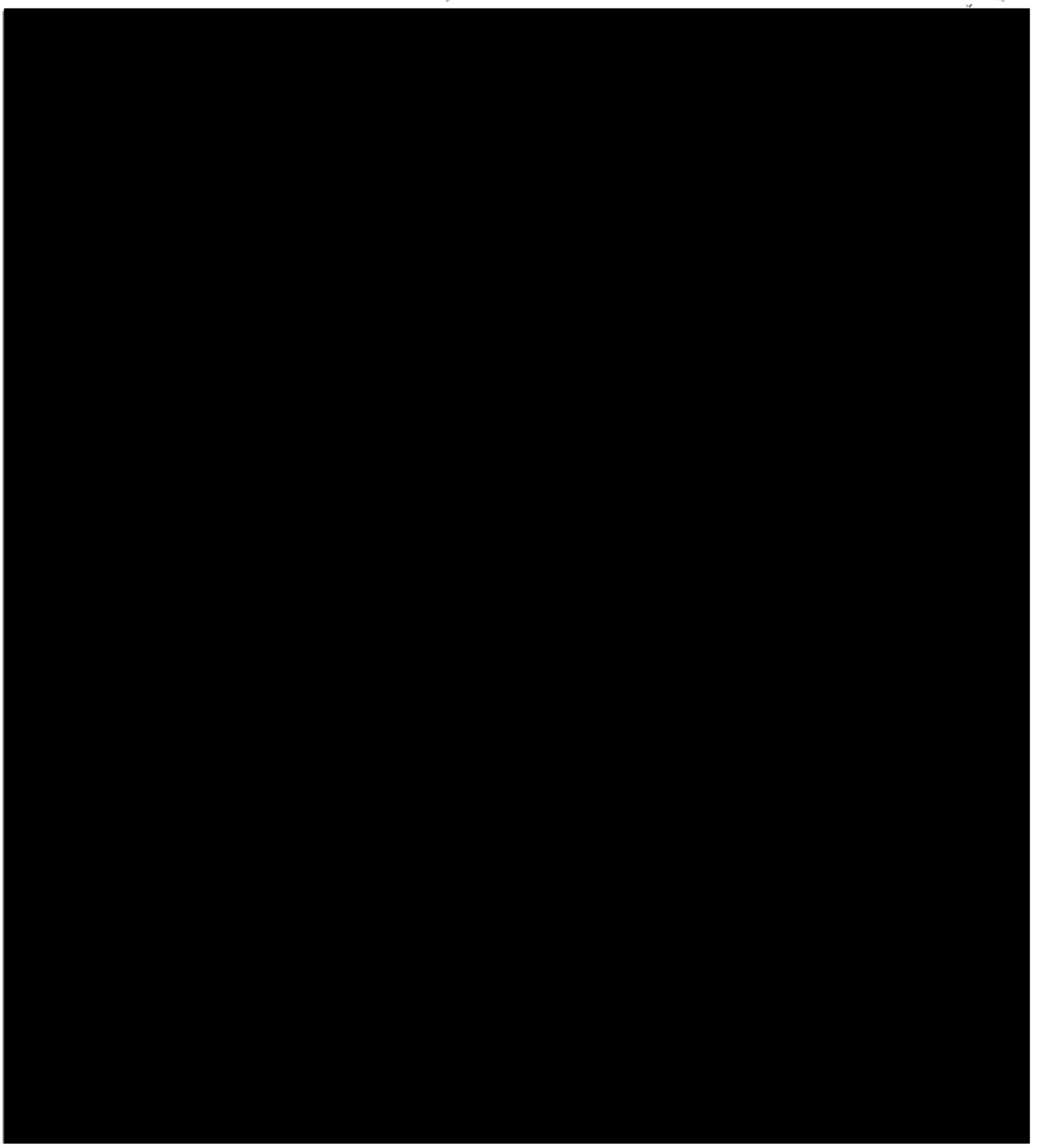
Add a Caption



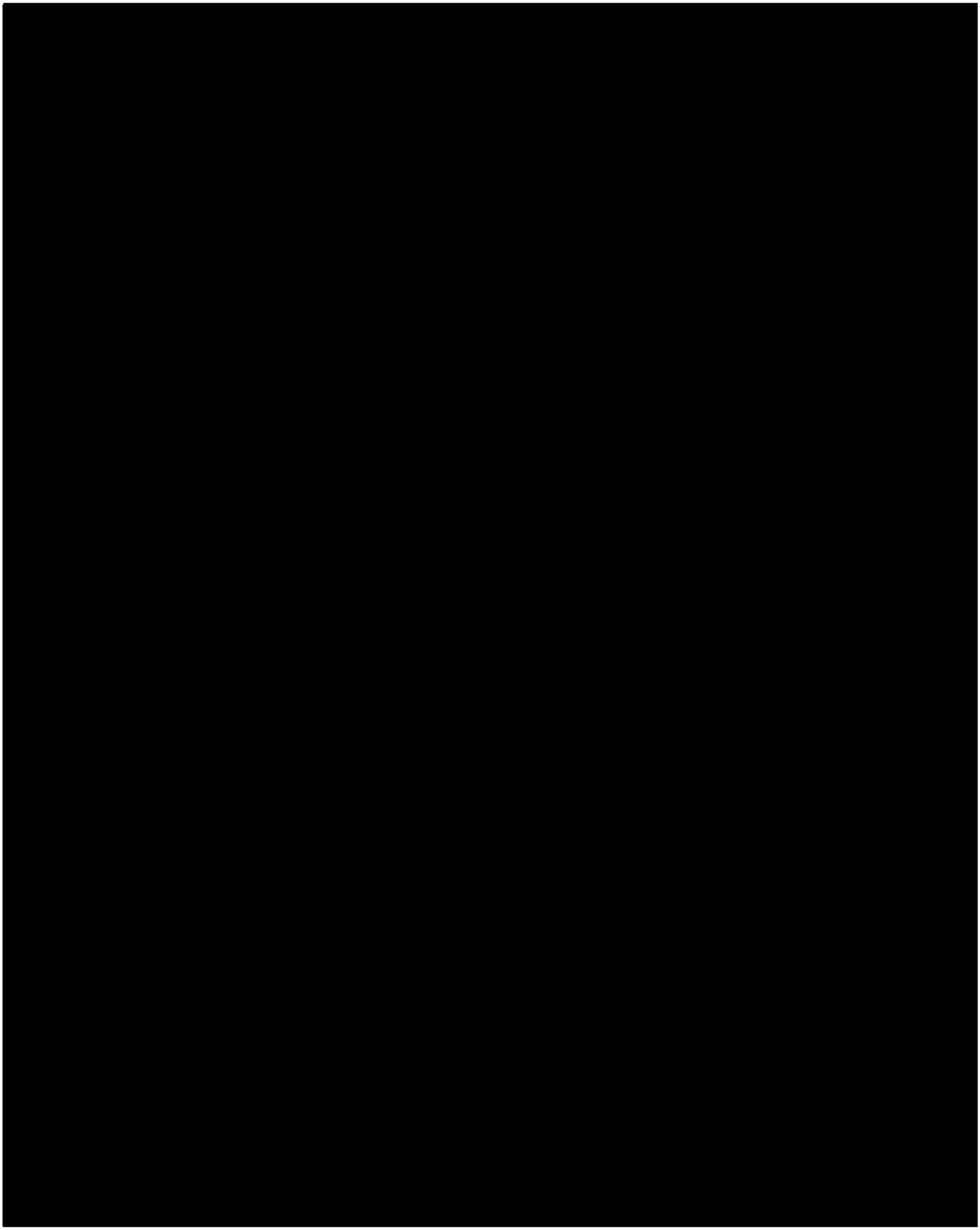




Return Address Label

[redacted]





[redacted]



PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE February 19, 2026

APPLICANT Joan Hendrix

REQUEST Conditional Use Permit

N

NTS

Planning Commission
February 19, 2026

Agenda Item # 12

ZON-STR-003616-2026

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

Applicant Materials for Consideration

DETAILS

Location:
904 Kentucky Street

Applicant/Agent:
Joan Hendrix

Property Owner:
Joan Hendrix

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

Future Land Use:
Mixed Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

1. Denial.

Report Contents: **Page**

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

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

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

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

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

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

Criteria Specific to Short-Term Rentals (STR):

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

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

PLANNING COMMENTS

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

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

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

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

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

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

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

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

Pursuant to Article 5, Section 64-5-6.E.1.(b) of the Unified Development Code, a use may be approved only if it complies with all applicable use regulations. The proposed use does not meet the requirements of Article 5, Section 64-5-6.E.11.(g)(7), which requires refuse (garbage) areas to be located no closer than 20 feet from any property line and no closer than 100 feet from any dwelling on an adjacent lot. Accordingly, the request should not be approved.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE February 19, 2026

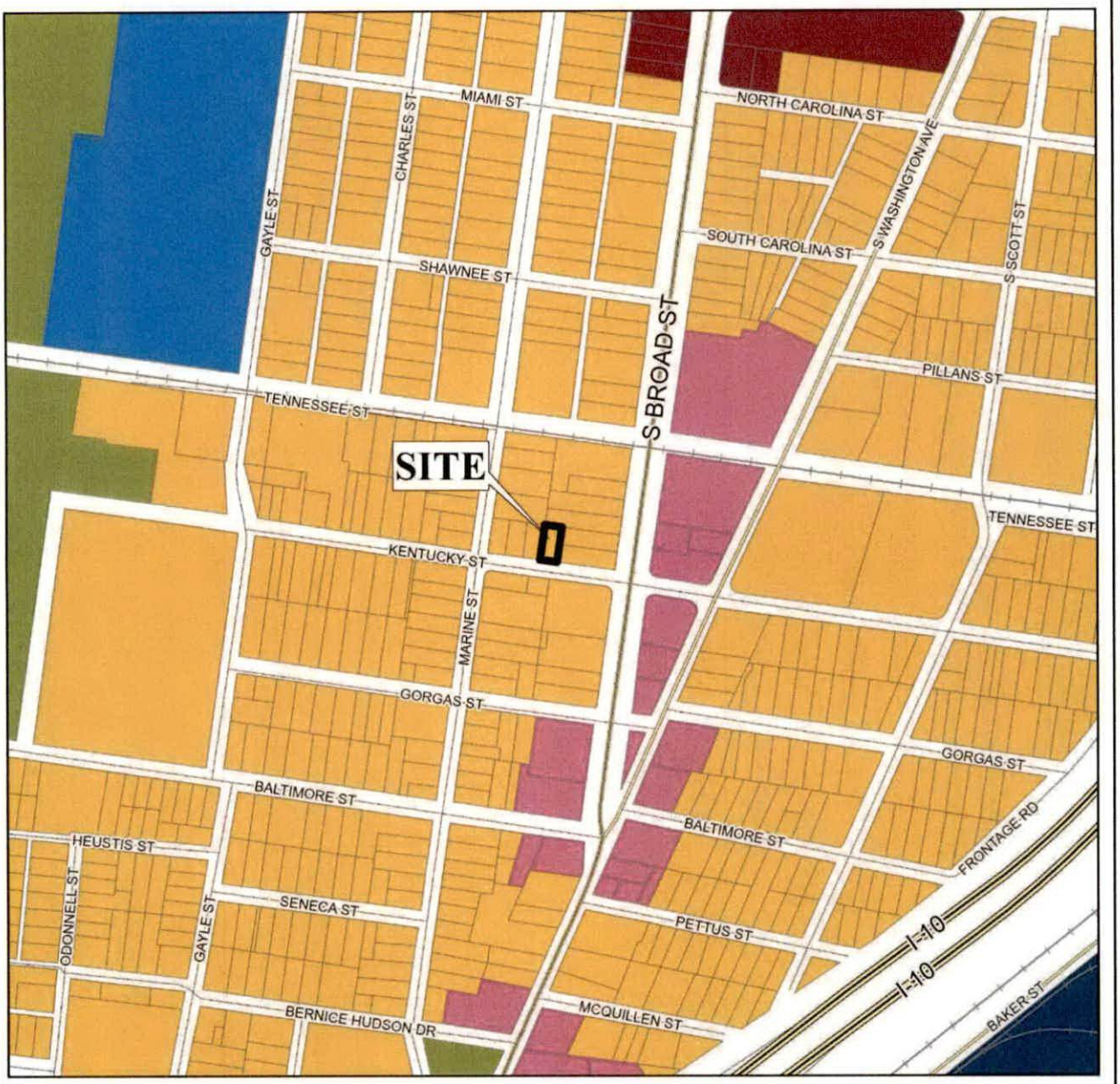
APPLICANT Joan Hendrix

REQUEST Conditional Use Permit

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE February 19, 2026

APPLICANT Joan Hendrix

REQUEST Conditional Use Permit

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE February 19, 2026

APPLICANT Joan Hendrix

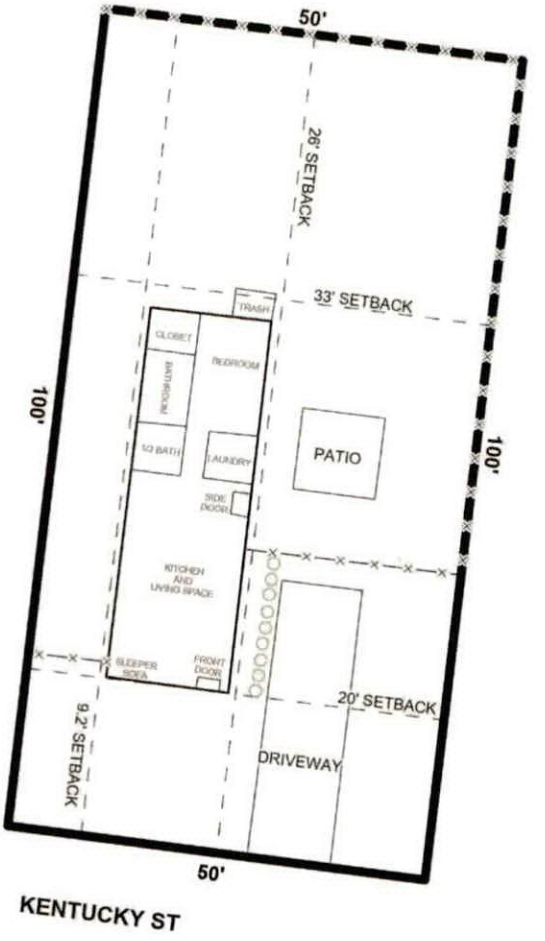
REQUEST Conditional Use Permit

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

N

NTS

SITE PLAN



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

APPLICATION NUMBER 12 DATE February 19, 2026 APPLICANT Joan Hendrix REQUEST Conditional Use Permit	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

MIXED DENSITY RESIDENTIAL (MDR)

This designation applies mostly to residential areas located between Downtown and I-65, where the predominant character is that of a traditional neighborhood laid out on an urban street grid. These areas should offer a variety of residential types in a compact pattern at the scale of a single family neighborhood. They typically have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas near major thoroughfares. Residential density ranges between 6 and 30 dwelling units per acre (du/ac) depending on the mix, types, and locations of the housing as specified by zoning.

Development Intent

- Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- Support residential infill that fits-in with neighboring homes (building scale, placement, etc.). Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

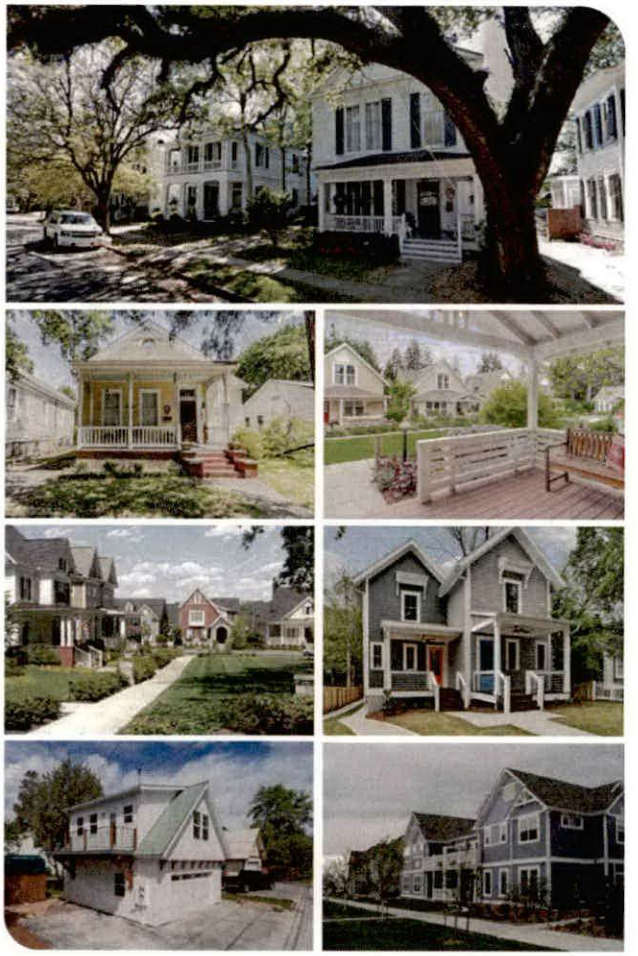
Secondary Uses

- Residential, Multifamily
- Commercial
- Civic
- Parks

Housing mix

- Single family on small to medium sized lots
- Attached residential such as duplexes, multiplexes, and townhomes
- Small scale multifamily buildings

Character Example



A mixed density neighborhood may include a range of housing types and densities at a similar scale.

Rendering: Dover Kohl