AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 14, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Patricia Evans, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   July 7, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Little Sisters of the Poor for a waiver of the Noise Ordinance at 1655 McGill Avenue on October 18, 2026, from 10:00 a.m. - 4:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider the proposed rezoning for property located at 2609 and 2651 Spring Hill Avenue, 152, 157, and 159 Mobile Street, and 144 Hyland Avenue from R-1 and B-3 to B-1 (District 1).

Public hearing to consider the proposed rezoning of property located at 4630, 4700, and 4960 Dauphin Island Parkway from B-3 to B-3 to remove a previous condition of the rezoning (District 3).

Public hearing to consider the application for the rezoning of property located at 5101 Moffett Road from B-2 to B-3 (District 7).

Public hearing to consider the proposed rezoning of property located at 5361 Moffett Road from R-1 to B-3 (District 7).

Public hearing to revoke the business license at 1172 West Interstate Service Road, S.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill - request various investigations, Rules, economic development, and public safety.

12. RESOLUTIONS HELD OVER

08-729 Approve purchase order to Cowin Equipment Company, Inc., for compact track loader for Stormwater Department; $95,660.80 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Department).

08-732 Approve purchase order to Peach State Truck Centers, LLC for a crew cab truck with a 26-foot Morgan dry van body for MFRD USAR; $276,674.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Department).

08-734 Approve purchase order to Sansom Equipment Company, Inc., for garbage truck with yard automated side-load body for Trash Department; $398,360.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Department).

08-735 Approve purchase order to Symtech Fire, LLC, for one fixed cargo container flashover simulation for MFRD; $108,332.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Department).

08-736 Approve purchase order to Ward International Trucks, LLC for two freightliner crew cab trucks with dump bodies for Stormwater Department; $253,222.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Department).

21-737 Authorize Contract with Bill Smith Electric, Inc. for lighting assemblies upgrades at Trimmier Park; $288,175.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-738 Authorize Contract with Chris Brewer Construction, Inc. for 2026 Public Services Storm Drainage Repair & Maintenance; $1,432,149.36 (sponsored by Mayor Cheriogotis) (submitted by Matt Anderson, Public Services Dept.).

21-739 Authorize Contract with Finn Partners, Inc. for marketing of Son of a Son of a Sailor Exhibition; $90,000.00 (sponsored by Mayor Cheriogotis) (submitted by Karen Poth, Maritime Museum).

21-740 Authorize Professional Services Contract with MGT Impact Solutions, LLC for comprehensive cost of services study for development related user fees within Build Mobile; NTE $60,490.00 (sponsored by Mayor Cheriogotis) (submitted by Shayla Beaco, Build Mobile).

60-741 Authorize Settlement Agreement and Mutual Release with Chris Brewer Contracting, Inc. (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

64-028 Consider the proposed rezoning for property located at 2609 and 2651 Spring Hill Avenue, 152, 157, and 159 Mobile Street, and 144 Hyland Avenue from R-1 and B-3 to B-1 (Councilmember Penn).

64-029 Consider the rezoning of property located at 4630, 4700, and 4960 Dauphin Island Parkway from B-3 to B-3 to remove a previous condition of the rezoning (Councilmember Small).

64-030 Consider the application for the rezoning of property located at 5101 Moffett Road from B-2 to B-3 (Councilmember Gregory).

64-031 Consider the rezoning of property located at 5361 Moffett Road from R-1 to B-3 (Councilmember Gregory).

14. CONSENT RESOLUTIONS BEING INTRODUCED

31-742 Authorize the Mayor to apply, accept and receive a grant from the Alabama Law Enforcement Agency for the 2026-EOD grant program; $100,000.00 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Curtis Graves, Public Safety Dept.).

31-743 Authorize the Mayor to apply, accept and receive a grant from the American Society for the Prevention of Cruelty to Animals Disaster Capacity Building Grant; $60,000.00 (no local match) (Jennifer Greene, Programs & Project Mgmt. and Robert Bryant, Animal Services).

37-744 Recommend approval to the ABC Board for issuance of a Special Retail - More than 30 Days License to Drury Plaza Hotel Mobile, 812 W. I-65 Service Rd., S. (sponsored by Councilmember Fleming).

60-745 Approve award of special bonus to the Public Services Maintenance Employee of the Month; Bryant (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

60-746 Approve award of special bonus to the Officer of the Month: McKittrick (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

60-747 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Logan Gewin, Finance Dept.).

60-748 Determine an appropriation to Gulf Coast Ethics & Heritage Jazz Festival Productions, Inc./Mobile Music Leg serves a public purpose and approve payment (sponsored by Councilmember Ingram) (submitted by Logan Gewin, Finance Dept.).

60-749 Determine an appropriation to Opportunity 4 Entertainment and Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Logan Gewin, Finance Dept.).

60-750 Determine an appropriation to Princeton Woods HOA serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Logan Gewin, Finance Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-751 Approve purchase order to Schaefer Plastics North American, LLC for 793

garbage carts for garbage collection; $46,768.35 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

25-752 Grant a permanent easement to Alabama Power to provide new underground service to Fire Station 19 (sponsored by Councilmember Reynolds and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM and John Forrester, Eng. Dept.).

25-753 Grant a permanent easement to Alabama Power to provide new underground service to Japanese Gardens (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM and John Forrester, Eng. Dept.).

31-754 Authorize the Mayor to apply, accept, and receive a grant from the Department of Homeland Security, Federal Emergency Management Agency for the FY26 Port Security Grant Program; $417,441.00 (25% local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Curtis Graves, Public Safety Dept.).

31-755 Authorize the Mayor to apply, accept and receive a grant from the South Alabama Regional Planning Commission's Area Agency on Aging in support of the Title III funding opportunity; $50,000.00 (10% local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Shonnda Smith, Public Works Dept.).

16. ANNOUNCEMENTS

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning for Property
Located at 2609 and 2651 Spring Hill Avenue,
152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue from R-1, Single-Family Residential Urban District, and B-3, Community Business Suburban District, to B-1, Buffer Business 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.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY,
ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE STREET, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE

WEST RIGHT-OFWAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OFBEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3
BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-1, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-1, until all of the conditions have been complied with: 1. Completion of the Subdivision process; 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 City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1)**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-1** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

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The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-1,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-1,** until all of the conditions have been complied with: 1. Completion of the Subdivision process; 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

Mark Vereen, Clark, Geer, Latham & Associates, Inc.
2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 2, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Mark Vereen, Clark, Geer, Latham & Associates, Inc.,** for a change in zoning from **Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1),** for the property located at **2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue**.

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

1. Completion of the Subdivision process;
2. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

D. Logan Anderson
Principal Planner II, Planning and Zoning

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 22, 2026

Mark Vereen
Clark, Geer, Latham & Associates, Inc.
[redacted]

Re: 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
ZON-UDC-003727-2026
Mark Vereen, Clark, Geer, Latham & Associates, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-1, Buffer Business Urban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-1, Buffer Business Urban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Full compliance with all municipal codes and ordinances.

[redacted]

ZON-UDC-003727-2026 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
May 22, 2026

The advertising fee for this application based on the current legal description is **$486.02**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	Mark Vereen	
Email:	Clark, Geer, Latham & Associates, Inc.	
Phone:	[redacted]	
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Covenant Presbyterian Church of Mobile, Inc.	Thomas E. Latham
Firm:	-	Clark, Geer, Latham & Associates, Inc.
Phone:	[redacted]	
Email:		
Address:		

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

2651 Springhill Ave. Mobile, AL 36607 — Property Address

3.99 AC — Property Area (acres or square feet)

See parcel number sheet in submittal package.

Parcel Number(s) or Key Number(s)

R-1 % B-3 — Present Zoning or Transect District

B-1 — 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 — 04/17/2026 Date

Applicant or Agent Signature (if applicable) — 04/17/2026 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 — 04/17/2026 Date

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

Rezoning from R-1 & B-3 to B-1.

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

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ■ Traffic Impact Studies, as prescribed by the Traffic Engineer

Traffic Consultant is in talks with ALDOT & Traffic Engineering to further determine Traffic Study requirements.

NH Meeting is taking place 04/30/26. Meeting Packet will be submitted after Planning Commission Application submittal.

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The project maintains a strong neighborhood presence and responds to the visual and functional needs of the public realm along Spring Hill corridor. The church is the same tenant that has occupied this land for decades, so surrounding properties can rest assure that they will not have a new neighbor coming into the neighborhood. Covenant Church is proposing to reinvigorate and expand their campus with the new church build and impervious parking lots to accommodate church goers and staff. The rezoning to B-1 will allow for seamless permitting and approved uses for the proposed developments, along with connectivity of abutting Business zoned properties.

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error
   N/A

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning promotes the community's health, safety, and welfare by providing a space for services and programs that support residents physical, emotional, and social well-being. The church itself is considered a safe haven and a staple of the neighborhood. .The site will be developed in compliance with all applicable codes, ensuring safe access, adequate parking, and proper infrastructure. Additionally, the presence of an active, well-maintained use contributes to neighborhood stability and security. Overall, the proposal enhances quality of life by fostering community connection, providing support services, and maintaining a safe and orderly environment.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The amendment is driven by the need to modernize and improve an existing church property. While the use of the site is not changing, the current zoning does not fully accommodate updated facilities and improved parking design, as conditional use variances would be needed for R-1 zoning. Rezoning to B-1 will better align the zoning with the long-standing institutional use and allow for reinvestment in the property while maintaining compatibility with surrounding uses.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Development trends in the area are generally stable, with a mix of established residential and limited commercial uses. Recent activity has primarily involved reinvestment and updates to existing properties rather than significant new development. The proposed project is consistent with this pattern, focusing on improvement of an existing site rather than a change in use or intensity.

2. Describe the surrounding land uses.
   The surrounding land uses consist of R-1 to the south and east of the proposed eastern Hyland Ave. parking lot.
   The proposed parking lot along the west side of Mobile St. abuts B-3 to the North, R-1 to the West, and B-1 to the south.
   The main campus (between Mobile St. and Hyland Ave.) consists of a B-3 Chinese restaurant at the NW corner, a B-1 corridor on the Southwest side and R-1 on the Southeast side.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Potential adverse impacts on neighboring properties may include increased traffic during peak service times and additional site lighting. However, these impacts are expected to be minimal and can be effectively mitigated through thoughtful site planning and operations. Traffic impacts will be limited to specific times and managed with adequate on-site parking and safe access design, along with implementation of traffic directors if necessary (traffic guards, local police, sheriff, etc.). Noise will be controlled by limiting outdoor activities and adhering to local ordinances. Lighting will be designed to be downward-directed and shielded to prevent spillover onto adjacent properties. Required landscaping and buffering will also be incorporated to provide visual screening and maintain compatibility with surrounding uses. Overall, any potential impacts are minor and will be appropriately addressed to ensure compatibility with neighboring properties.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The property is currently served by existing infrastructure, including MAWSS water, MAWSS sewer, City of Mobile stormwater systems, road access, and other utilities, which adequately support the ongoing church use. The proposed improvements are not expected to significantly increase demand beyond existing conditions.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposal serves the community's best interest by supporting continued use of the property as a place of worship and community gathering. The planned improvements will enhance safety, accessibility, and functionality for members and visitors. Reinvestment in the site also contributes to the overall quality and stability of the surrounding area without introducing a new or incompatible use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

[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.

Neighborhood meeting notices were mailed to applicable surrounding addresses and Planning & Zoning P.O. Box on 04/15/2026. Signs 04/20/2026.

Neighborhood Meeting is scheduled for 04/30/2026. We will submit the filled out neighborhood packet when meeting has taken place.

This section 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.

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 referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Covenant Presbyterian Church

Address: [redacted]

Owner: Covenant Presbyterian Church of Mobile, Inc.

[redacted]

Authorized Agent: Clark, Geer, Latham & Associates, Inc. c/o Mark Vereen

[redacted]

Contractor: Ben M. Radcliff Contractor, Inc.

[redacted]

Civil Engineer: Clark, Geer, Latham & Associates, Inc. c/o Thomas E. Latham

[redacted]

Architect: Quina Grundhoefer Architects c/o Carter Quina

[redacted]

Submitted by:

Signature

Mark Vereen, CGL

Print

04/16/2026

Date

Authorized Agent (On Behalf of Covenant Presbyterian Church)

Affiliation to project/Organization

[redacted]

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

04/16/2026

RE: Rezoning Request from R-1 (Single-Family Residential) and B-3 (Community Business District) to B-1 (Buffer Business District) and 3-Lot Subdivision

Project Location: 2651 Springhill Ave. Mobile, AL 36607 (Covenant Presbyterian Church)
Parcel Key Numbers: 00770473, 00770767, 00770758, 00770053, 00770062, 00770071, 00771169, 00771150, and 00771187
Applicant: Mark Vereen – Clark, Geer, Latham & Associates, Inc.
On Behalf of the Owner: Covenant Presbyterian Church of Mobile, Inc.

To the Planning Commission and Zoning Staff:

1. Project Overview

This application requests approval to rezone an existing church property and newly acquired surrounding parcels from R-1 (Single-Family Residential) and B-3 (Community Business District) to B-1 (Buffer Business District), along with a proposed three (3) lot subdivision.

The property is currently developed with an established church use. The proposed subdivision will create three separate lots to allow for concurrently phased construction of a new church campus consistent with B-1 zoning. The existing site use of religious activities is to remain the same.

2. Property Information

The subject property is currently split-zoned between R-1 and B-3, which creates inconsistencies in permitted uses and development standards across the site.

- **Existing Zoning:** R-1 and B-3
- **Proposed Zoning:** B-1 (Buffer Business District)
- **Current Use:** Church / Institutional
- **Proposed Action:** 3-lot subdivision with unified zoning designation

The property is bounded by Springhill Avenue to the north, a major arterial corridor under the jurisdiction of the Alabama Department of Transportation (ALDOT). Mobile Street and Hyland Avenue provide north-south connectivity in the immediate area and function as local streets linking residential and commercial areas. The surrounding area consists of a mix of residential uses and commercial development, creating a transitional land use environment.

[redacted]

3. Justification / Rationale

The requested rezoning is appropriate and justified based on the following:

A. Elimination of Split Zoning
The current dual zoning designation is impractical and limits cohesive development. Rezoning to a single B-1 classification establishes consistent standards across the entire property.

B. Transitional Zoning Along a Major Corridor
The subject site's proximity to Springhill Avenue, a high-traffic arterial corridor, supports a zoning classification that accommodates limited commercial activity while protecting nearby residential areas. B-1 zoning is specifically intended to function as a transition between higher-intensity corridors and lower-density neighborhoods.

C. Continuation of Existing B-1 Zoning Pattern
As illustrated in the existing zoning map, attached to the last page of this letter, there is an established corridor of B-1 zoning located directly south of the subject property. The proposed rezoning will extend this existing B-1 district northward, creating a more cohesive and continuous zoning pattern. This eliminates isolated zoning pockets and reinforces a logical progression of land uses from the Springhill Avenue corridor into the surrounding neighborhood.

D. Downzoning of Existing Commercial Entitlement
A portion of the property is currently zoned B-3, which permits more intensive commercial uses typically associated with major corridors. Rezoning to B-1 represents a reduction in allowable intensity, thereby limiting potential impacts and creating a more appropriate interface with adjacent residential properties.

E. Internal Street Network and Neighborhood Context
Mobile Street and Hyland Avenue serve as local connectors between Springhill Avenue and the surrounding residential area. The proposed B-1 zoning ensures that any future development along these streets remains low-intensity and compatible with neighborhood character.

F. Consistency with Development Patterns
The mix of uses in the surrounding area, combined with the influence of a major arterial corridor and an established B-1 district to the south, supports a buffer-type zoning classification. The proposed B-1 designation promotes orderly land use transition and reinforces appropriate development patterns.

4. Impact Assessment

The proposed rezoning and subdivision are not expected to negatively impact the surrounding area:

- **Traffic:**
  The property is currently developed and in active use as a church, with established access and circulation patterns. The proposed rezoning and subdivision do not introduce a new or more intensive use, but rather maintain and formalize existing conditions while allowing for limited,

[redacted]

low-intensity uses consistent with B-1 zoning. As such, no significant change in traffic patterns or volumes is anticipated.

- **Compatibility:**
  The property is currently occupied and operated by Covenant Presbyterian Church, and the proposed rezoning will not introduce a new or unfamiliar use to the surrounding neighborhood. The existing church use will remain, and any future development will occur under the same ownership and operational context. The proposed improvements represent a reinvestment in the property, including updated buildings and site enhancements, which will be consistent with the established institutional character of the site. Additionally, B-1 zoning restricts higher-intensity commercial uses, ensuring continued compatibility with adjacent residential areas accessed via Mobile Street and Hyland Avenue.

- **Noise, Lighting, and Scale:**
  Any future improvements will remain consistent with the existing institutional use and will occur within the more restrictive B-1 zoning framework, which limits building intensity and commercial activity compared to the existing partial B-3 designation. Site improvements, including any new construction or parking areas, will be designed in accordance with applicable City of Mobile regulations related to lighting, buffering, and setbacks. These standards are intended to minimize spillover lighting, control building scale, and ensure appropriate transitions to adjacent residential properties. As a result, the overall character of the site is expected to remain compatible with the surrounding neighborhood while reflecting reinvestment in the property.

- **Infrastructure and Access:**
  The site benefits from existing access to a major arterial (Spring Hill Avenue) and a supporting local street network. Any future development will comply with all applicable City of Mobile and ALDOT access and infrastructure requirements.

- **Subdivision:**
  The proposed 3-lot subdivision will allow for orderly development and ensure each lot can independently meet zoning and development standards.

[redacted]

Conclusion

The requested rezoning from R-1 and B-3 to B-1, together with the proposed subdivision, represents a logical and appropriate land use decision. It eliminates split zoning, reduces development intensity, and establishes a compatible transition between a major arterial corridor and adjacent residential neighborhoods.

Approval of this application will support orderly development and is consistent with sound planning principles and the public interest.

Sincerely,

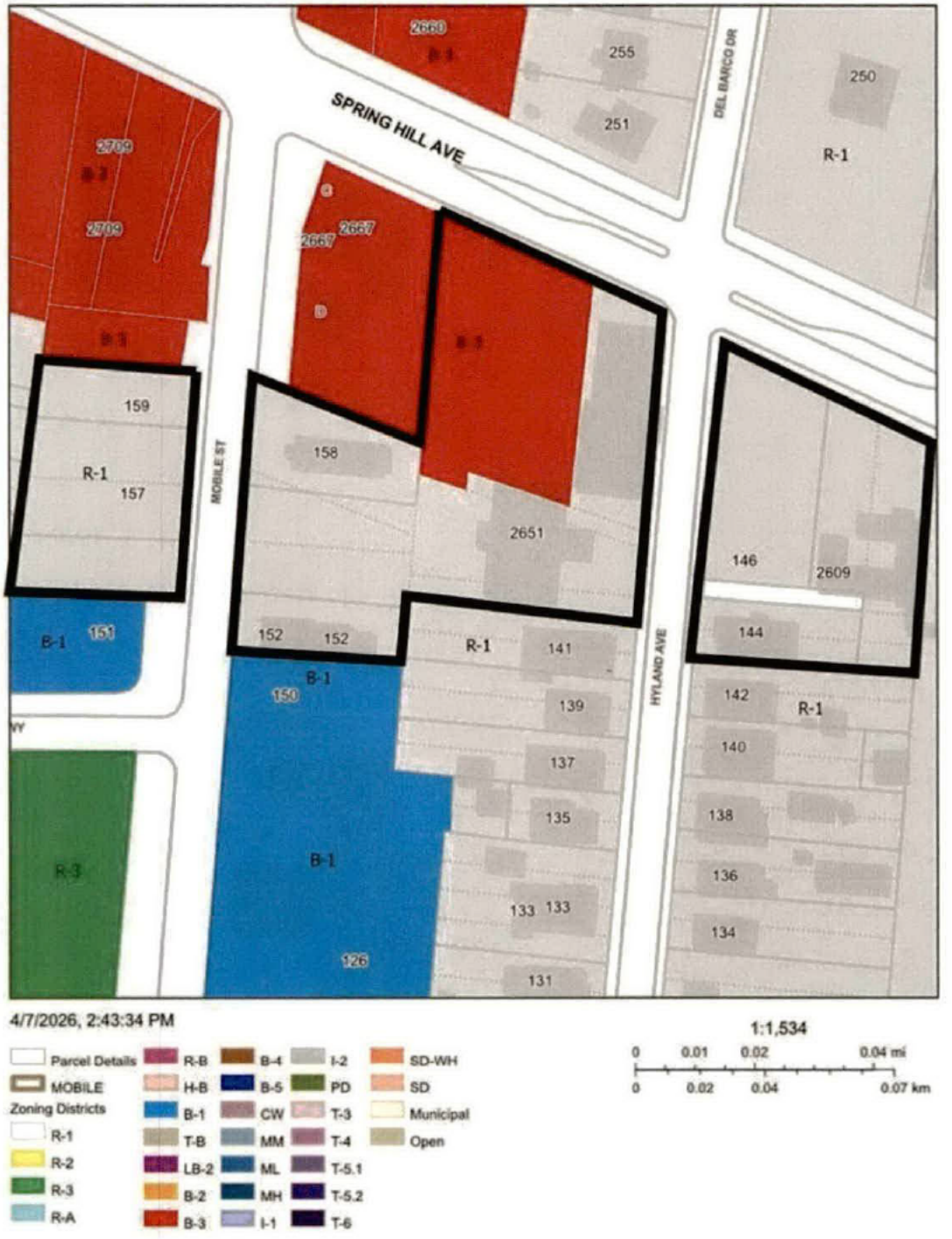
Mark Vereen

[redacted]

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

[redacted]

Zoning Web Map



[redacted]

Legal Description of 3-Lot Subdivision

LOT 1

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" WEST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE AVENUE, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT-OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Chris Estis, 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 Covenant Presbyterian Church of Mobile, Inc., a corporation for the property located within the city limits of Mobile, Alabama at 2651 Springhill Ave.

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.

Mark Vereen (Clark, Geer, Latham & Associates, Inc.)

Carter Quina (Quina Grundhoefer Architects)

[redacted]

Signature of Company Owner

Date 4/10/26

[redacted]

Outlook

Covenant Presbyterian Church (Mark Vereen, Clark, Geer, Latham & Associates, Inc., Agent) (ZON-UDC-003727-2026)

[redacted]

Good Morning,

We have completed our review of the above Rezoning application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Chris Estis was submitted; however, we are unable to verify Mr. Estis's affiliation with Covenant Presbyterian Church of Mobile, Inc. Please provide one of the following to satisfy this requirement:
    - A revised authorization letter issued by Covenant Presbyterian Church of Mobile, Inc. explicitly authorizing Chris Estis to act on their behalf; or
    - Documentation confirming that Mr. Estis is an officer or authorized agent of Covenant Presbyterian Church of Mobile, Inc.
2. **Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.
   Note: To date, we've received a PDF document with the draft of the neighborhood meeting notice, but a postmarked copy of the letter has not been received by the Planning and Zoning Department.
3. **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 Aamoth** 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 Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application

will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]
BUILDMOBILE

Outlook

Re: Covenant Presbyterian Church (Mark Vereen, Clark, Geer, Latham & Associates, Inc., Agent) (ZON-UDC-003727-2026)

[redacted]

Good afternoon,

As mentioned, we're in receipt of the requested authorization letter and DWG file(s) for the above-referenced Rezoning application and determined that it is **partially complete.**

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026.**

If the application fees are paid **by noon on Tuesday, April 21, 2026**, the case will be scheduled for the **May 21, 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.gov.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[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.

Thanks!

Besides the neighborhood meeting packet (Due May 6th), which I will submit after the meeting has taken place, are we good on all other items?

Mark Vereen
[redacted]

[redacted]

Mark,

This will work just fine. I'll upload it to each case and work on those invoices. You'll receive two separate emails with that information shortly.

Thank You,
Logan Anderson
Principal Planner II
[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.

Logan,

Please let me know if this suffices as authentic documentation confirming that Mr. Estis is an officer or authorized agent of Covenant Presbyterian Church of Mobile, Inc.

Thanks,
Mark Vereen
[redacted]

[redacted]

Logan,

1.) I just reached out to the church to get a correct owner of authorization form generated for submission. As soon as I get that, I'll get it over to you.

2.) Neighborhood notice letters were mailed on the 15th. Let me get with our receptionist to see if she can provide me the receipt from the post office verifying this was mailed out. You should be receiving the letter at the P&Z PO Box if you have not already.

Signs are being installed on site right now. Will add photo verification of placement when the motherhood meeting packet is filled out fully. Meeting is scheduled for April 30th, 5:00pm.

3.) CAD files were emailed to planning@cityofmobile.org last night.

Thank you,
Mark Vereen

[redacted]

[redacted]

Some people who received this message don't often get email from dlogananderson@cityofmobile.gov. Learn why this is important

Good Morning,

We have completed our review of the above Rezoning application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Chris Estis was submitted; however, we are unable to verify Mr. Estis's affiliation with Covenant Presbyterian Church of Mobile, Inc. Please provide one of the following to satisfy this requirement:
    - A revised authorization letter issued by Covenant Presbyterian Church of Mobile, Inc. explicitly authorizing Chris Estis to act on their behalf; or
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   Note: To date, we've received a PDF document with the draft of the neighborhood meeting notice, but a postmarked copy of the letter has not been received by the Planning and Zoning Department.
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If all requirements are fulfilled **by noon on Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received **by May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

Notice of Neighborhood Meeting
[April 10th, 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 **Mark Vereen (Clark Geer, Latham & Associates, Inc.), on behalf of Covenant Presbyterian Church,** will be submitting to the Mobile City Planning Commission:

(1) Planning Commission Rezoning Application [(Zoning Change to rezone the properties listed below from Single- Family Residential Urban District (R-1) to Buffer Business Urban District (B- 1)]. *Pictorial representation of parcels in question can be found on pg. 2 of this notice. Parcels inside black boundaries are listed below for rezoning.*

- 2651 Springhill Ave. Mobile, AL 36607
  - Portion of property rezone B-3 to B-1
- 152 Mobile St. Mobile, AL 36607
- 157 Mobile St. Mobile, AL 36607
- 158 Mobile St. Mobile, AL 36607
- 159 Mobile St. Mobile, AL 36607
- 144 Hyland Ave. Mobile, AL 36607
- 146 Hyland Ave. Mobile, AL 36607
- 2609 Springhill Ave. Mobile, AL 36607

The Neighborhood Meeting will be held at the following time, date, and location:

April 30th, 2026
5:00 P.M.
2651 Springhill Ave. Mobile, AL 33607
(Covenant Presbyterian Church)

You are receiving this notice because your property is located within 300 feet **of 2651 Springhill Ave. Mobile, AL 36607**, 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,

Mark Vereen

[redacted]

Notice of Neighborhood Meeting
[April 10th, 2026]

Zoning Web Map



4/7/2026, 2:43:34 PM

1:1,534

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

Parcel Details
MOBILE
Zoning Districts
R-1
R-2
R-3
R-A
R-B
H-B
B-1
T-B
LB-2
B-2
B-3
B-4
B-5
CW
MM
ML
MH
I-1
I-2
PD
T-3
T-4
T-5.1
T-5.2
T-6
SD-WH
SD
Municipal
Open

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 05/01/2026

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):

05/01/2026

Neighborhood Meeting Date: 04/30/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: [redacted] Covenant Presbyterian Church

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: Mark Vereen (Clark, Geer, Latham & Associates, Inc.)
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 05/01/2026

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.

City of Mobile · Planning & Zoning

Neighborhood Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any **Rezoning** to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a **Planned Development** (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any **Conditional Use Permit**.

Timing. Neighborhood Meetings must be held as follows:

1. **No more than 60 days** prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held **no less than 21 days** prior to the Planning Commission meeting for which an application is filed.

   ***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s). ***Minimum height for letters is four inches (4") for uppercase letters and three inches (3") for lowercase letters.**
   c. Signs are to be placed **no more than 30 days** before, and **no less than 10** calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting **no less than 15 days** before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building such as a school, library, community center, or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed site but not more than a distance of one (1) mile from the proposed site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility with the prior approval of the Director.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. A Neighborhood Meeting must be scheduled to last at least one (1) hour, **even if no one is in attendance**.
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
    a. Dated photograph(s) of the posted sign(s);
    b. The address list of neighboring property owners to whom notice of the meeting was sent;
    c. A copy of the notice sent to neighboring property owners;
    d. The date and location of the meeting;
    e. A sign-in sheet documenting meeting attendance;
    f. Written summary or minutes of the meeting;
    g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted **no less than 15 days** before the Planning Commission meeting date.
    a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
    b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
    c. **Holdovers will be charged another application fee,** including postage for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

_X_ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

Posted 04/20/2026 _X_ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

_X_ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

_X_ Neighborhood Meeting held.

_X_ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- _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

Removed 04/30/2026 after meeting _X_ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

_X_ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Neighborhood Meeting

Date: 4/30/2026

Time: 5:00 pm

Location of Neighborhood Meeting: COVENANT PRESBYTERIAN 2651 SPRING HILL AVE., MOBILE, AL 36607

Project Location: 2651 SPRING HILL AVE.

Project/Application (e.g. Rezoning from R-1 to B-1):

REZONING FROM R1/B3 TO B-1

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 05/01/2026

Please Sign In:

Name: FOSTER VEAZEY Email: [redacted]

Address: [redacted]

Name: Karen Ryer [redacted]

Name: MARK Holladay Email: [redacted]

Name: Janet Wilson Email: [redacted]

Neighborhood Meeting Sign-In Sheet

Date: 4/30/2026 **Meeting Location:** CPC

Applicant: _____ **Application(s):** _____

Name: Alisha Perkins [redacted]

Name: Donald Beard Email: [redacted]

Name: Sallie Gaines Email: [redacted]

Name: [redacted] Email: [redacted]

Name: Pamela H. Gaines [redacted]

Name: Basil Wallace Email: [redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 4/30/2026

Meeting Time: 5:00 PM

Meeting Location: COVENANT PRES. CHURCH

Below is a summary of the proposed project presented at the Neighborhood Meeting:

CONSTRUCTION OF (2) NEW PARKING LOTS, NEW SANCTUARY THAT WILL SEAT ~600 PEOPLE, A NEW FELLOWSHIP HALL, AND REFURBISHMENT OF EXISTING FACILITIES

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

NONE DISTRIBUTED, BUT A ZONING MAP & RENDERINGS WERE SHOWN ON A PROJECTOR

(Snacks & waters were provided)

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

CGL

- MARK VEREEN (~~ARCHITECT~~) OUTLINED THE REQUEST TO RE-ZONE (3) PLATS TO B-1
- MARK VEREEN OUTLINED THE TIMELINE
- BRAD HOFFMAN (ELDER) SHOWED RENDERINGS & GAVE AN OVERVIEW OF PROPOSED CONSTRUCTION
- QUESTIONS WERE ASKED BY THOSE IN ATTENDANCE & ANSWERED BY MARK & BRAD

Neighborhood Meeting Summary

Date: 04/30/2026 **Meeting Location:** Covenant Presbyterian Church

Applicant: Mark Vereen, CGL **Application:** Rezoning from R-1/B-3 to B-1

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:04 P.M.

Applicant's signature attesting to the accuracy of this summary:

X _____ Date: 04/30/2026

MEETING MINUTES

Location: Covenant Presbyterian Church [redacted]

Date:

Time: 5:00 PM

MINUTE DETAILS

I. SIGN INS

a. Laura Warren and Erin Baldwin assisted in having all attendees sign-in by hand.
b. Sign-in sheet is separate of these minutes

II. INTRODUCTION

a. Mark Vereen opened with an introduction.
b. Lanier Wood opened the meeting with prayer.

III. OVERVIEW OF PROPOSED PROJECT

a. Mark outlined that Covenant Presbyterian Church was requesting a re-zoning of (3) properties off of Hyland Ave. and/or Mobile St.
b. The rezoning that this request was being presented was to combine multiple separate plats into a combined zone for CPC's upcoming construction project (new parking lots and upgraded facilities).
c. Mark outlined that this request was to re-zone for B1 and not B3, which would be for religious activities.
d. To help answer questions, Brad Hoffman (elder) showed renderings of the future, proposed construction to better answer questions from neighbors in attendance.
e. Brad Hoffman outlined that ideally the overall Project would take approximately (3) years to complete.
f. Mark Vereen outlined that a "buffer" would be provided between the parking lot and the residential housing (i.e. screen, fence, etc.), and Brad Hoffman offered to speak with neighbors to determine what would be preferred by neighborhood residents.
g. Brad Hoffman voiced that this construction project was not being designed to suit the needs of the school that is utilizing the current facilities (Cypress Grove Academy), and that CPC has no plans to start a school of its own.

h. A "fly-through" of the future, proposed project was shown and Brad Hoffman narrated what each building and location was in order to better education those in attendance.

IV. QUESTIONS

a. Question was asked if CPC would be trying to pursue additional purchases of property.
    1. Brad Hoffman (elder) outlined that the current masterplan is utilizing property that is currently owned by CPC.
    2. Brad Hoffman outlined that the purchase of additional property could occur in the future, but is not planned at the time.

b. Same neighbor outlined concerns that if CPC were to close like other churches in Mobile then it could become an unappealing piece of property that could negatively impact the neighborhood.

c. Brad Hoffman outlined the overall construction plans for CPC, the necessity of new facilities for a multi-generational church, safety for children, etc.

d. Neighbors voiced concerns that if traffic increased it could become a safety issue on Hyland Avenue, as the street has become a cut-through from Spring Hill Ave. to Old Shell Road.

e. Question was asked regarding the type of lighting that would be in the parking lots. Mark Vereen outlined it would meet the City of Mobile's regulations

f. A neighbor asked what the landscaping would look like. Mark Vereen stated that 5% landscaping is required for a B1 zone, but that more was being planned and that the services of a landscape architect will be utilized.

g. Question was asked if the buildings that are on the renderings have been approved by the City of Mobile
    1. Mark Vereen stated that they have not and the first step in the process is to have the property rezoned, which will occur start at the next Planning and Zoning meeting on May 21, 2026.

h. A neighbor who lives on Del Barco Dr. asked if anyone has had traffic discussions with the City of Mobile regarding the traffic caused at the intersection of Spring Hill Ave., Del Barco Dr., and Hyland Ave.
    1. Mark Vereen stated that a traffic study would have to occur with the City's Traffic Engineer as part of the Plan Review.

V. CONCLUSION

Next meeting will be held on **May 21, 2026 (Planning Commission Meeting)**

Notice of Neighborhood Meeting
[April 10th, 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 **Mark Vereen (Clark Geer, Latham & Associates, Inc.), on behalf of Covenant Presbyterian Church,** will be submitting to the Mobile City Planning Commission:

(1) Planning Commission Rezoning Application [(Zoning Change to rezone the properties listed below from Single- Family Residential Urban District (R-1) to Buffer Business Urban District (B- 1)]. *Pictorial representation of parcels in question can be found on pg. 2 of this notice. Parcels inside black boundaries are listed below for rezoning.*

- 2651 Springhill Ave. Mobile, AL 36607
  - Portion of property rezone B-3 to B-1
- 152 Mobile St. Mobile, AL 36607
- 157 Mobile St. Mobile, AL 36607
- 158 Mobile St. Mobile, AL 36607
- 159 Mobile St. Mobile, AL 36607
- 144 Hyland Ave. Mobile, AL 36607
- 146 Hyland Ave. Mobile, AL 36607
- 2609 Springhill Ave. Mobile, AL 36607

The Neighborhood Meeting will be held at the following time, date, and location:

April 30th, 2026
5:00 P.M.
2651 Springhill Ave. Mobile, AL 33607
(Covenant Presbyterian Church)

You are receiving this notice because your property is located within 300 feet **of 2651 Springhill Ave. Mobile, AL 36607**, 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,

Mark Vereen

[redacted]

Notice of Neighborhood Meeting
[April 10th, 2026]

Zoning Web Map

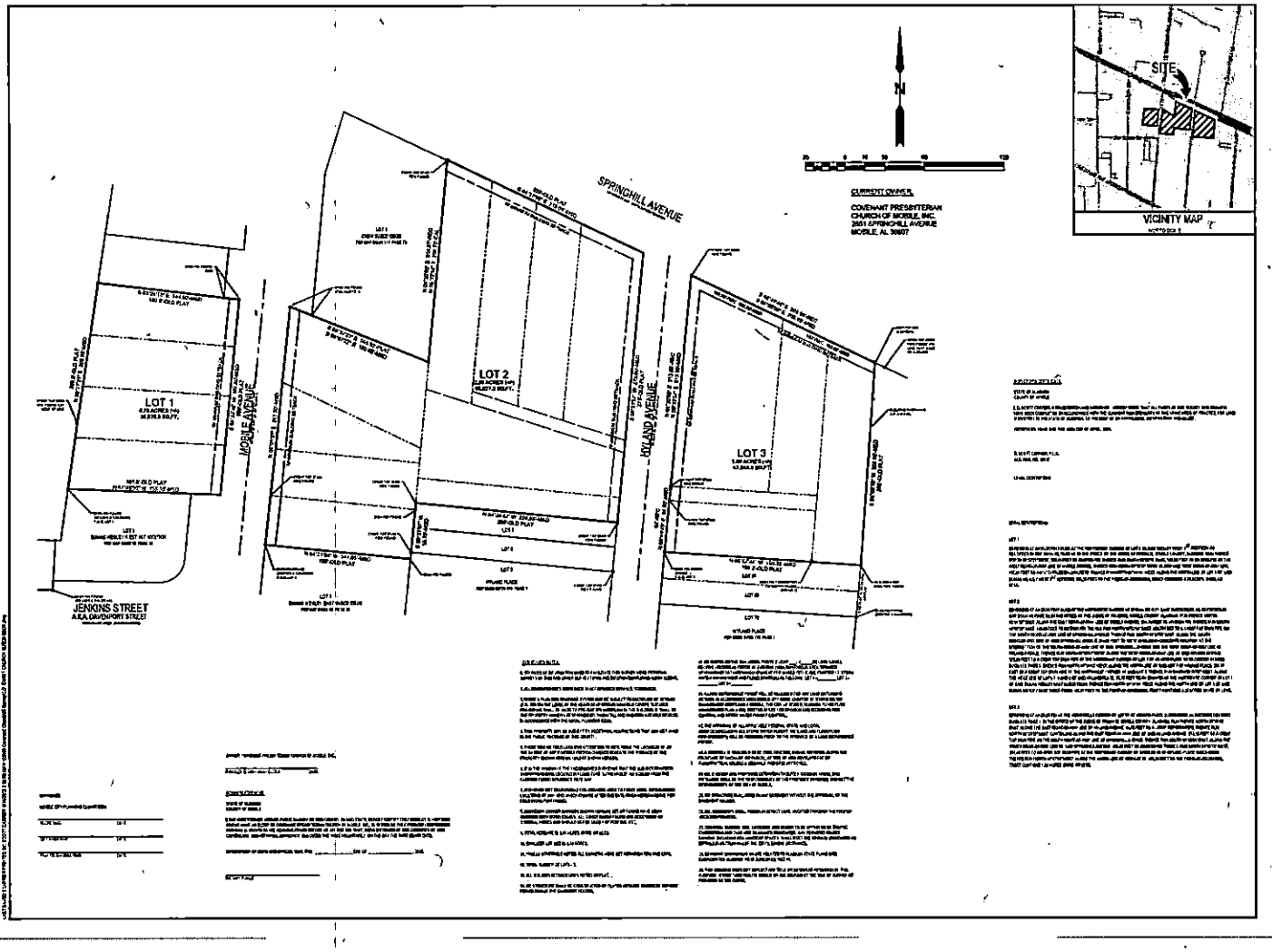


4/7/2026, 2:43:34 PM

1:1,534

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

Parcel Details
MOBILE
Zoning Districts
R-1
R-2
R-3
R-A
R-B
H-B
B-1
T-B
LB-2
B-2
B-3
B-4
B-5
CW
MM
ML
MH
I-1
I-2
PD
T-3
T-4
T-5.1
T-5.2
T-6
SD-WH
SD
Municipal
Open



CLARK | GEER | LATHAM AND ASSOCIATES, INC.

SUBDIVISION PLAT FOR
COVENANT PRESBYTERIAN CHURCH
2651 SPRINGHILL AVENUE
MOBILE, ALABAMA 36607

DESCRIPTION
REVISION LOG

SUBDIVISION PLAT

SUBD-1.0

Public Notification - Property Owners

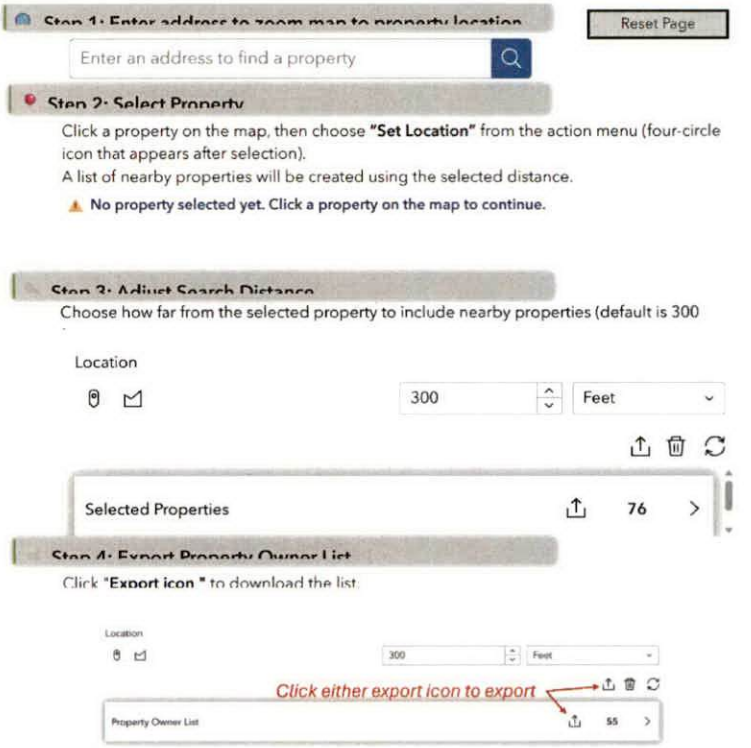
This application will create a downloadable list of adjacent property owners for

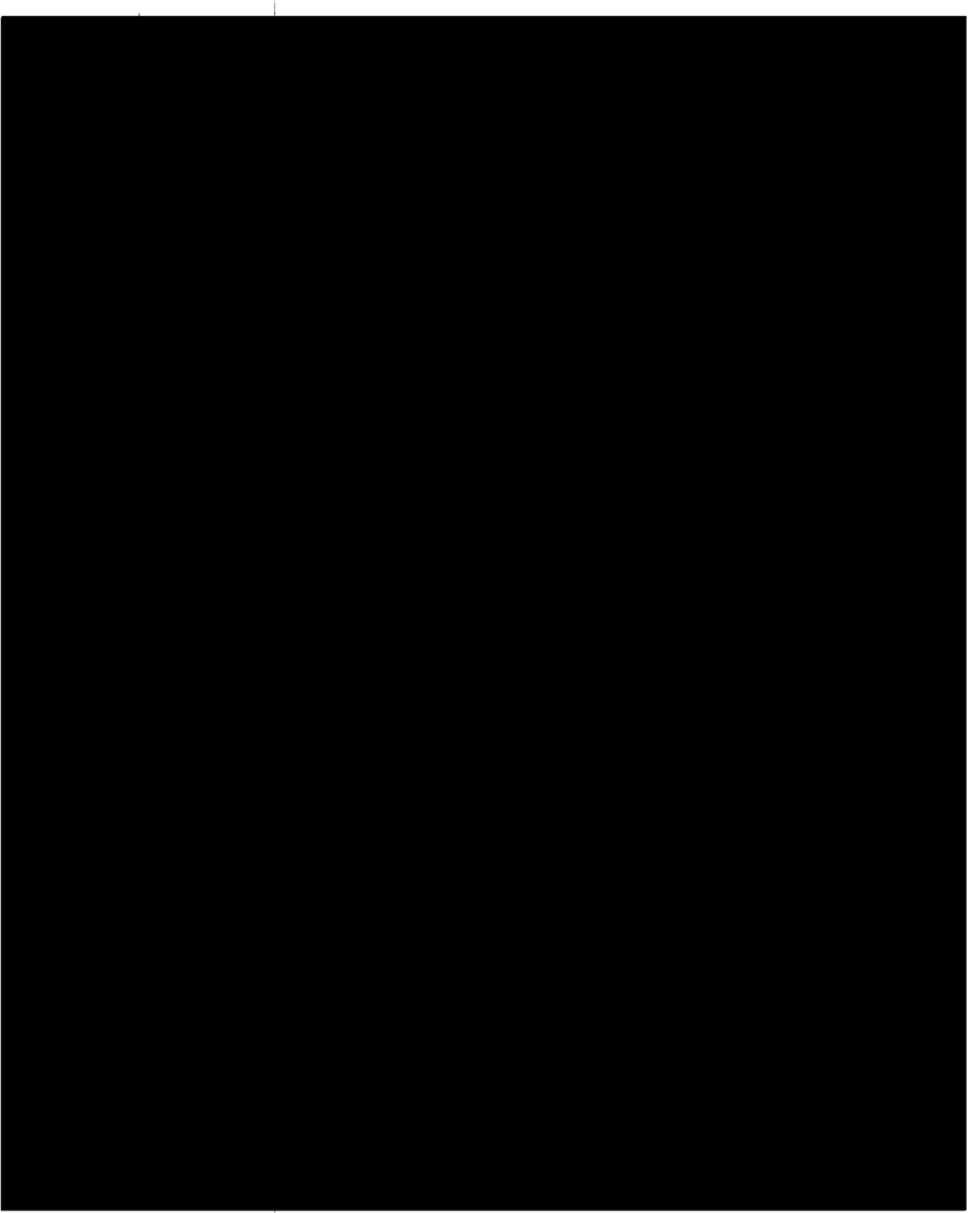


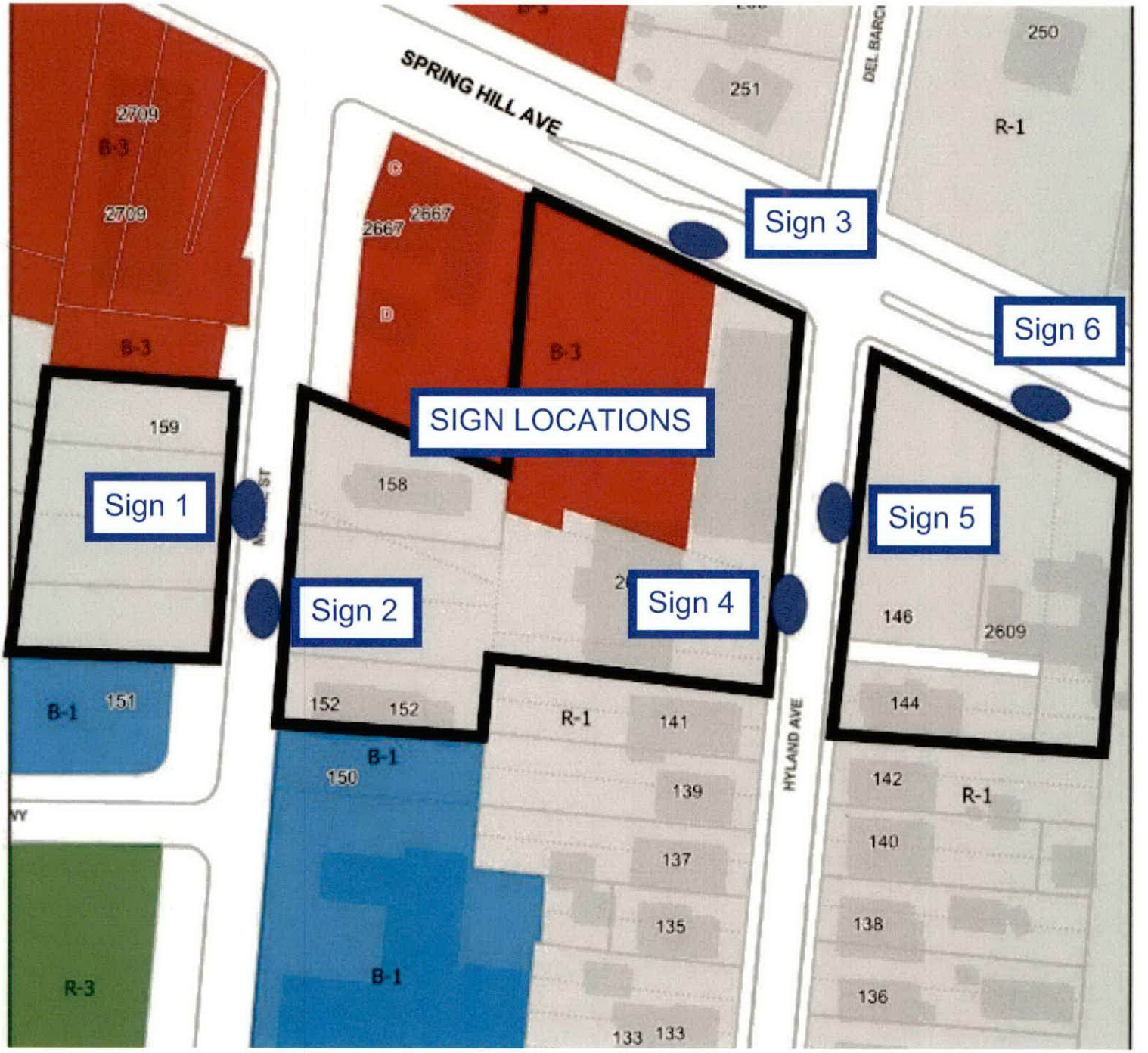
City of Mobile | City of Mobile GIS Hub | Email Application Support

Data Source: Property data is from the Mobile County Revenue Commission.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results

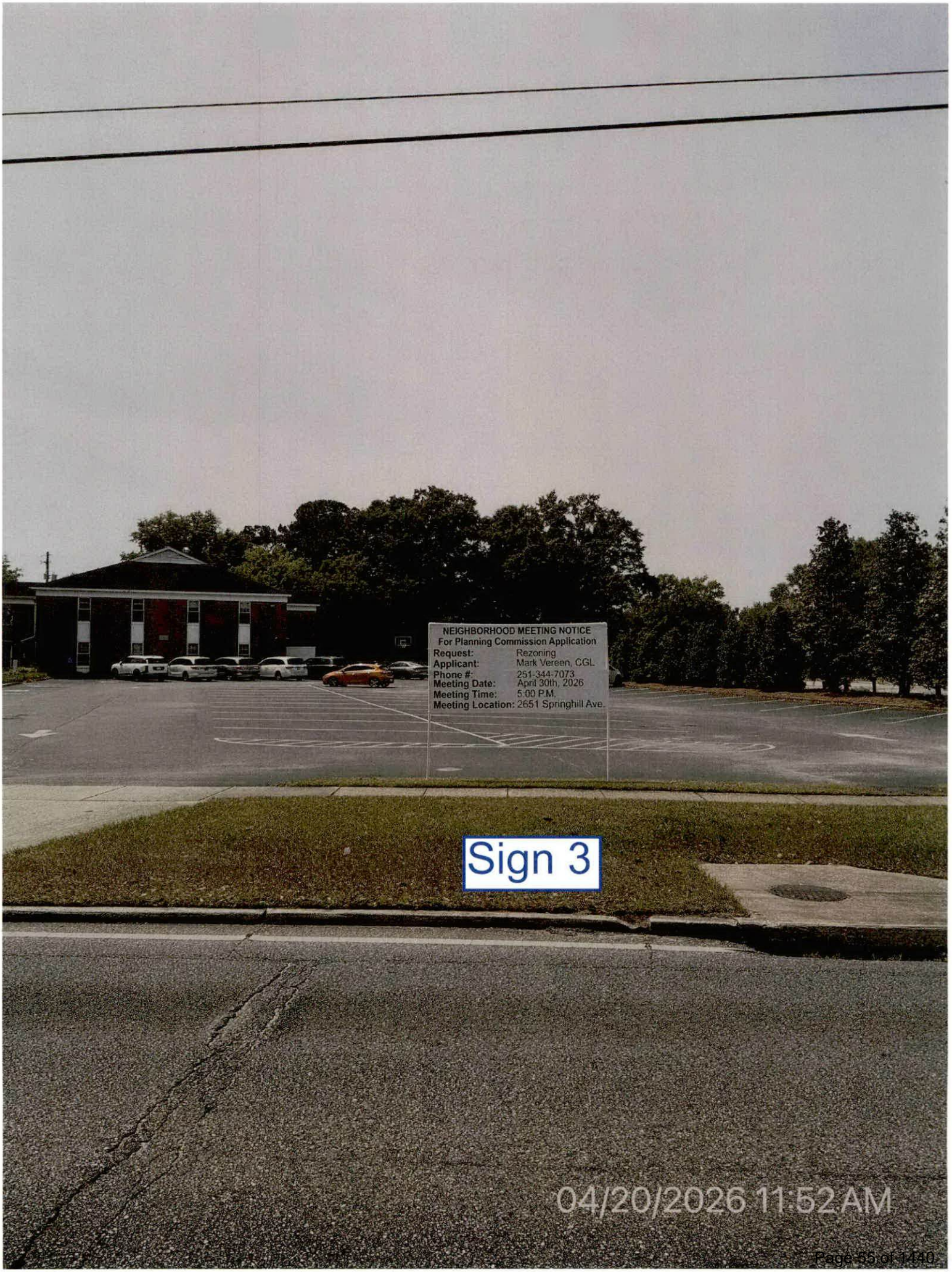




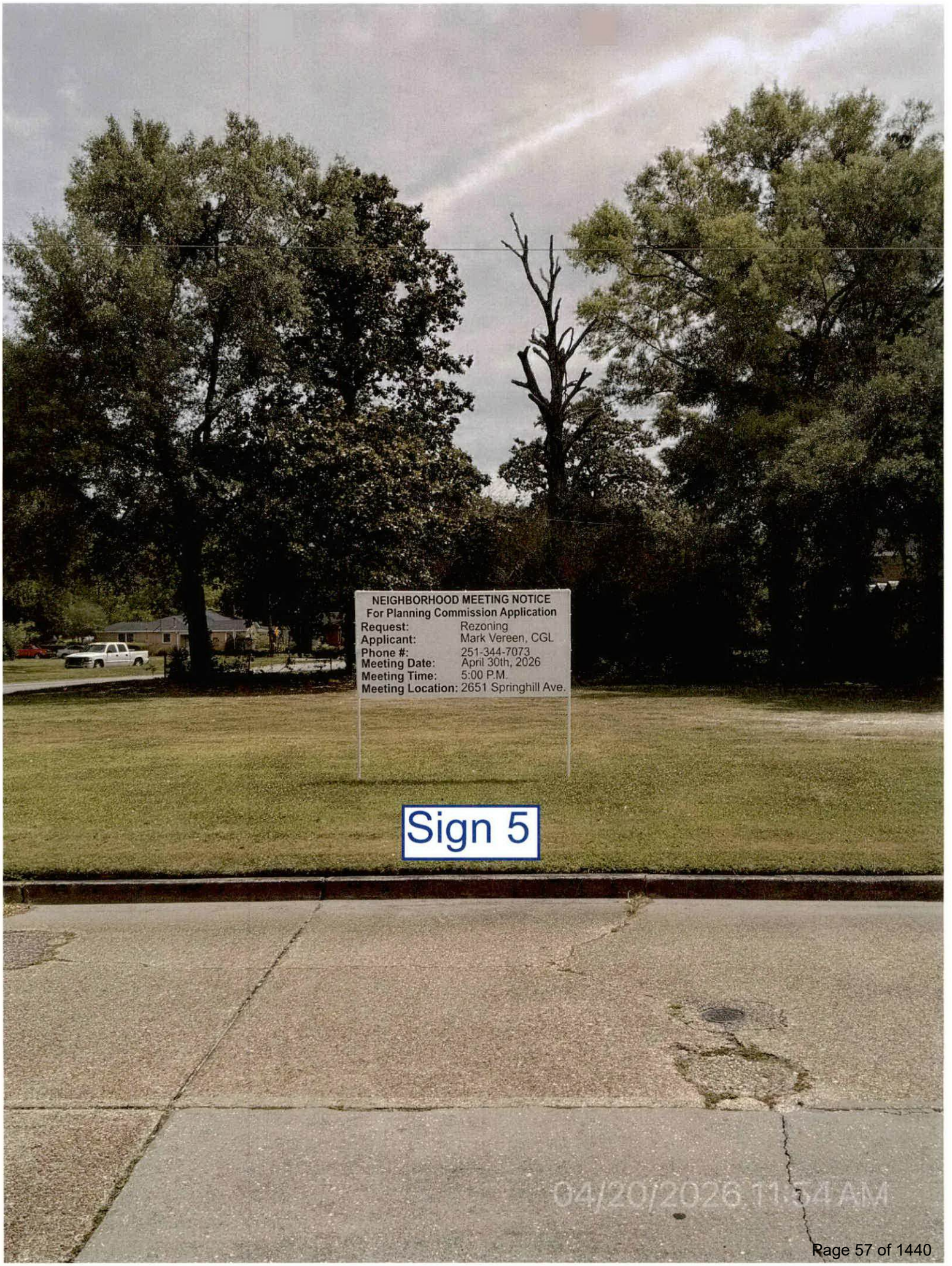

SPRING HILL AVE
DEL BARCH
HYLAND AVE
SIGN LOCATIONS
Sign 1
Sign 2
Sign 3
Sign 4
Sign 5
Sign 6
2709
B-3
2709
B-3
C
2667
2667
D
B-3
250
251
R-1
159
158
151
B-1
152
152
150
B-1
R-1
141
139
137
135
133
133
146
2609
144
142
R-1
140
138
136
R-3
B-1


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 1
04/20/2026 11:50 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 2
04/20/2026 11:49 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 3
04/20/2026 11:52AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 4
04/20/2026 11:53 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 5
04/20/2026 11:54 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 6
04/20/2026 11:56 AM

Legal Description of 3-Lot Subdivision

LOT 1

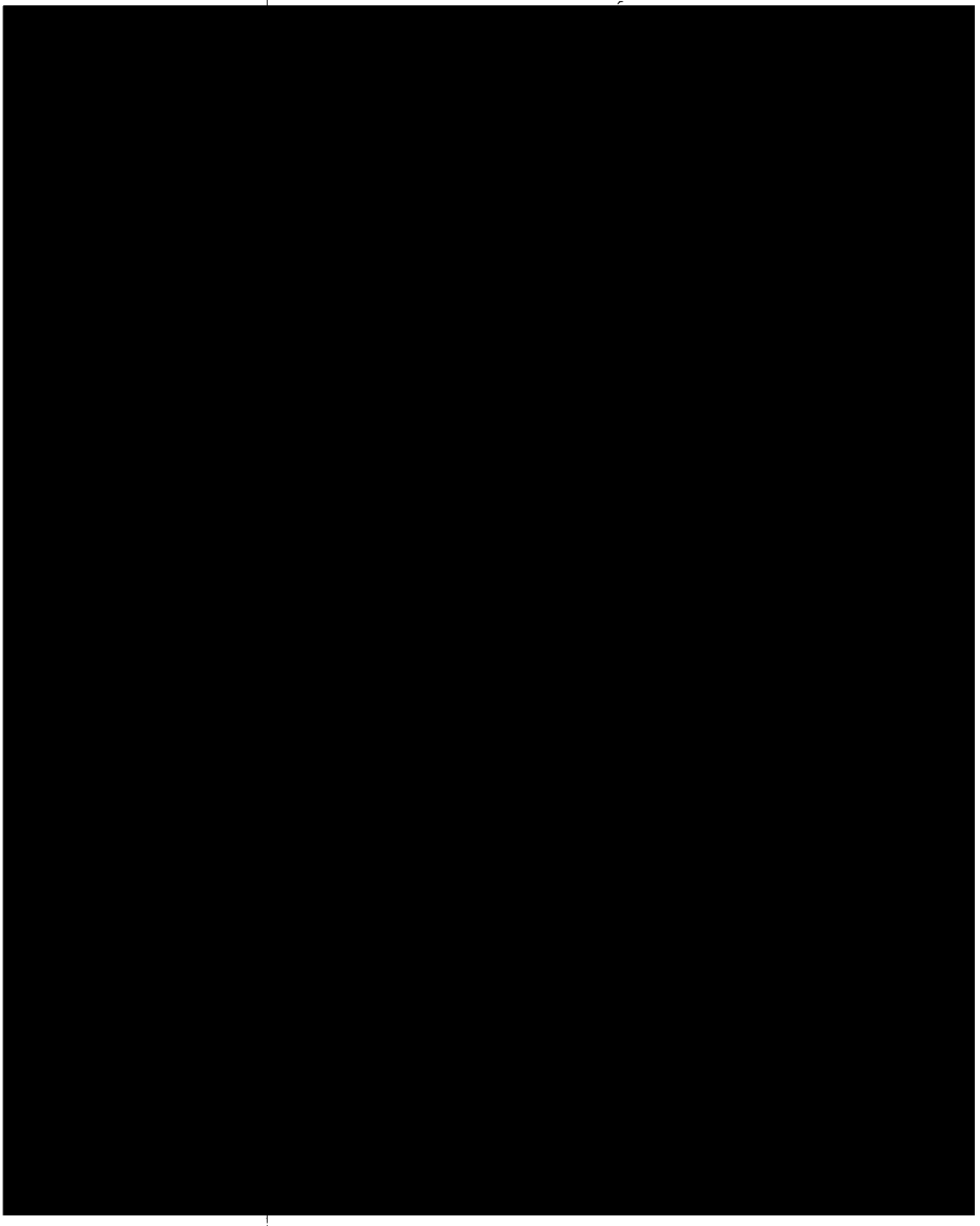
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

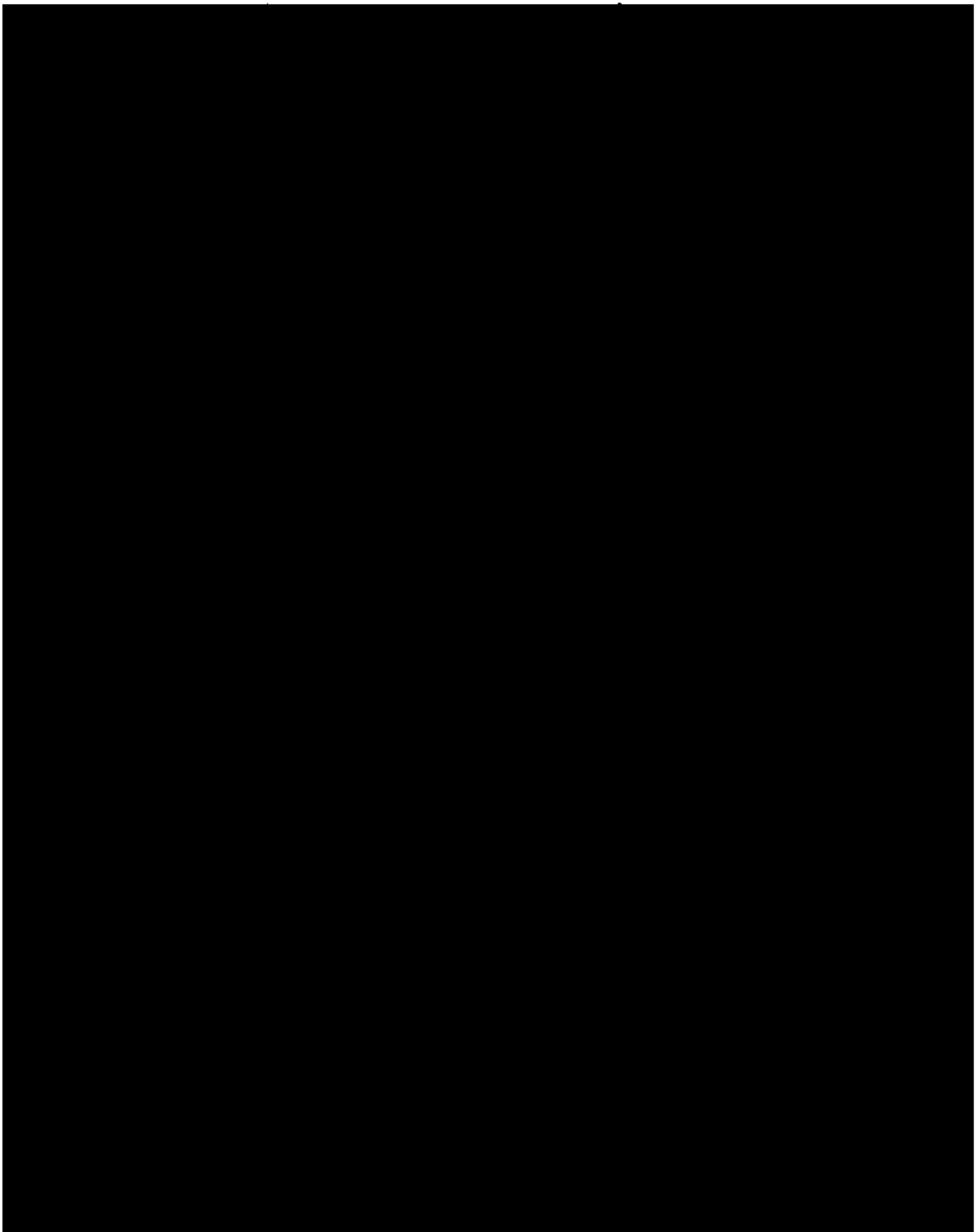
LOT 2

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE STREET, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.





Agenda Item # 14

SUB-003726-2026 & ZON-UDC-003727-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue

Subdivision Name:
Covenant Presbyterian Church Subdivision

Applicant / Agent:
Mark Vereen, Clark, Geer, Latham & Associates, Inc.

Property Owner(s):
Covenant Presbyterian Church of Mobile, Inc.

Current Zoning:
R-1, Single-Family Residential Urban District and B-3, Community Business Suburban District

Proposed Zoning:
B-1, Buffer Business Urban District

Future Land Use:
Mixed Density Residential, Neighborhood Center – Traditional, and Traditional Corridor

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

Proposal:
- Subdivision approval to create three (3) legal lots of record.
- Rezoning from R-1 and B-3 to B-1
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with two (2) 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 units, commercial units lie to the northwest.

APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

N

NTS

SITE HISTORY

In May 1954, a portion of the site currently occupied by 2651 Spring Hill Avenue was before the Board of Zoning Adjustment to request a front yard setback variance; the application was withdrawn.

In August 2020, the portion of the site at the Southeast corner of Hyland Avenue and Spring Hill Avenue (146 Hyland Avenue) received approval from the Board of Zoning Adjustment to allow that property to be developed as an off-premise parking lot with 38 spaces for the existing church at 2651 Spring Hill Avenue. As no permits were obtained, this approval has since expired.

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. It is recommended, due to the subdivision being separated by public rights-of-way, that the LOTS be designated 1A, 1B, and 1C instead of 1, 2, 3.
C. Show and label the ROW widths along the frontage of LOT 1A and 1B along Mobile Ave.
D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of Spring Hill Ave. and Hylalnd Ave. to the City of Mobile and list the amount of dedicated acreage in square feet and acres.
E. Revise SURVEYOR'S NOTES #15 to read - As shown on the 1984 aerial photo LOTS 1A, 1B, and 1C will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1A – 10,000 sf, LOT 1B – 56,000 sf, and LOT 1C – 16,000 sf. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
F. Delete any duplicate "LEGAL DESCRIPTION" headings.
G. Retain NOTES 16 - 19 and 21.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review [redacted] or to obtaining any signatures. No signatures are required o[redacted]

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create three (3) legal lots of record from seven (7) existing metes-and-bounds parcels and five (5) existing legal lots of record. The site is served by public water and sanitary sewer.

The proposed lots front Spring Hill Avenue, Hyland Avenue, and Mobile Street. Spring Hill Avenue is a Principle Arterial Street with a required 100-foot-wide right-of-way at this location, the preliminary plat indicates an existing compliant right-of-way. Hyland Avenue and Mobile Street are both minor streets with curb and gutter, and as such, should each have a 50-foot right-of-way. The preliminary plat shows both streets have compliant existing rights-of-way. It should be noted that the plat incorrectly labels Mobile Street as "Mobile Avenue", which should be corrected on the Final Plat, if approved.

Section 6.C.6. of the Subdivision Regulations requires dedication of street corner radii. As such, if approved, dedication of the Southwest and Southeast corner radii at Spring Hill Avenue and Hyland Avenue should be required.

The lots exceed the minimum size and area requirements for parcels served by public water and sanitary sewer within the site's existing and proposed zoning classifications. This information is properly labeled in both square feet and acres on the preliminary plat, in accordance with Section 5.A.2(e)(4) of the Subdivision Regulations and should be retained on the Final Plat, adjusted for dedication, if approved. The lot also exceeds the minimum width requirement for non-residential lots, as specified in Section 6.C.2(b)(4) of the Subdivision Regulations.

A 10-foot front yard setback is illustrated along all street frontages, as required by Section 6.C.8 of the Subdivision Regulations and the dimensional standards of Article 2 of the Unified Development Code (UDC) for the site's proposed zoning classifications. Therefore, if approved, the required 10-foot front yard setback should be retained, adjusted to reflect the proposed dedication.

It should be noted that there is an existing alley within the proposed Lot 3. If approved, the alley will need to be vacated prior to the recording of the Subdivision plat.

Finally, if the Subdivision is approved, Lot 2 will be split-zoned as B-3 and R-1, unless the rezoning request is approved.

Rezoning

The applicant requests rezoning of the lots resulting from the proposed subdivision from R-1, Single-Family Residential Urban District and B-3, Community Business Urban District, to B-1, Buffer Business Urban District, to allow the existing church at 2651 Spring Hill Avenue to expand their campus.

Additional details and the full application are available through the link provided on Page 1 of this report.

The site is bordered by properties zoned B-3, Community Business Urban District and R-1, Single-Family Residential Urban District, to the North and West; R-1, Single-Family Residential Urban District, to the East; and B-1, Buffer Business Urban District and R-1, Single-Family Residential Urban District, to the South.

Surrounding land uses along this segment of Spring Hill Avenue include a mix of restaurants, gas stations, and single-family residences. The nearby areas of Hyland Avenue and Mobile Street are mostly occupied by single-family residences and a community center.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

According to the Future Land Use Map (FLUM), the site lies within Mixed Density Residential, Neighborhood Center – Traditional, and Traditional Corridor designations. The applicant states that the existing and proposed church campus is compatible with these designations because it serves nearby residents and supports the surrounding community. The applicant further notes that the property fronts Spring Hill Avenue, a major arterial corridor under the jurisdiction of ALDOT, and is located within an area characterized by a mixture of residential and commercial development patterns.

The applicant does not allege that the existing zoning classifications were established in error. Rather, the request is based on the desire to eliminate the existing split-zoning condition across the property, establish consistent development standards, and facilitate orderly campus expansion. The applicant also notes that a portion of the site is currently zoned B-3, which permits more intensive commercial uses than the proposed B-1 district. As such, the request would reduce the development intensity permitted on that portion of the property.

With respect to compatibility, the applicant states that B-1 zoning is intended to serve as a transitional district between higher-intensity commercial corridors and adjacent residential neighborhoods. The applicant further notes that an established B-1 zoning pattern already exists directly south of the site and that the proposed rezoning would extend that district northward, creating a more cohesive zoning pattern and reducing isolated zoning conditions. Given the mix of commercial and residential uses along Spring Hill Avenue, as well as the institutional nature of the existing church campus, the proposed B-1 zoning appears generally compatible with the surrounding development pattern. Additionally, because the church use already exists on the site, the request would not introduce a new land use into the area, but rather allow expansion and reinvestment associated with the existing institutional use.

In support of the request, the applicant states that the proposed church expansion will promote the public health, safety, and welfare of the community by providing space for services and programs supporting the physical, emotional, and social well-being of nearby residents. The applicant also states that the proposed subdivision will eliminate the otherwise split-zoned condition affecting proposed Lot 2 and allow for orderly future development of the site.

A survey illustrating all proposed site improvements was submitted with the application showing the proposed layout of the expanded church building and associated parking. It should be noted that, at the time of permitting, site plans demonstrating compliance with all applicable requirements of Article 3 of the UDC will be required. Additionally, any future development will be subject to applicable City of Mobile and ALDOT access and infrastructure requirements.

Overall, the proposed rezoning from R-1 and B-3 to B-1 appears intended to create a unified zoning designation for the existing church campus while reducing the intensity of commercial development otherwise permitted on portions of the site. Given the established church use, the existing B-1 zoning pattern to the south, and the transitional character of the Spring Hill Avenue corridor, the request appears generally consistent with the surrounding development pattern and the intended purpose of the B-1 district as a buffer between commercial and residential uses.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request the following conditions could apply:

1. Dedication of the Southwest and Southeast corner radii at Spring Hill Avenue and Hyland Avenue in compliance with Section 6.C.6. of the Subdivision Regulations;
2. Retention of the lot sizes in both square feet and acres on the Final Plat, adjusted for any required dedication;
3. Change "Mobile Avenue" to "Mobile Street";
4. Retention of the 10-foot front yard setback along Spring Hill Avenue, adjusted to reflect the required dedication;
5. Completion of the rezoning process prior to the signing of the Subdivision plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Compliance with all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

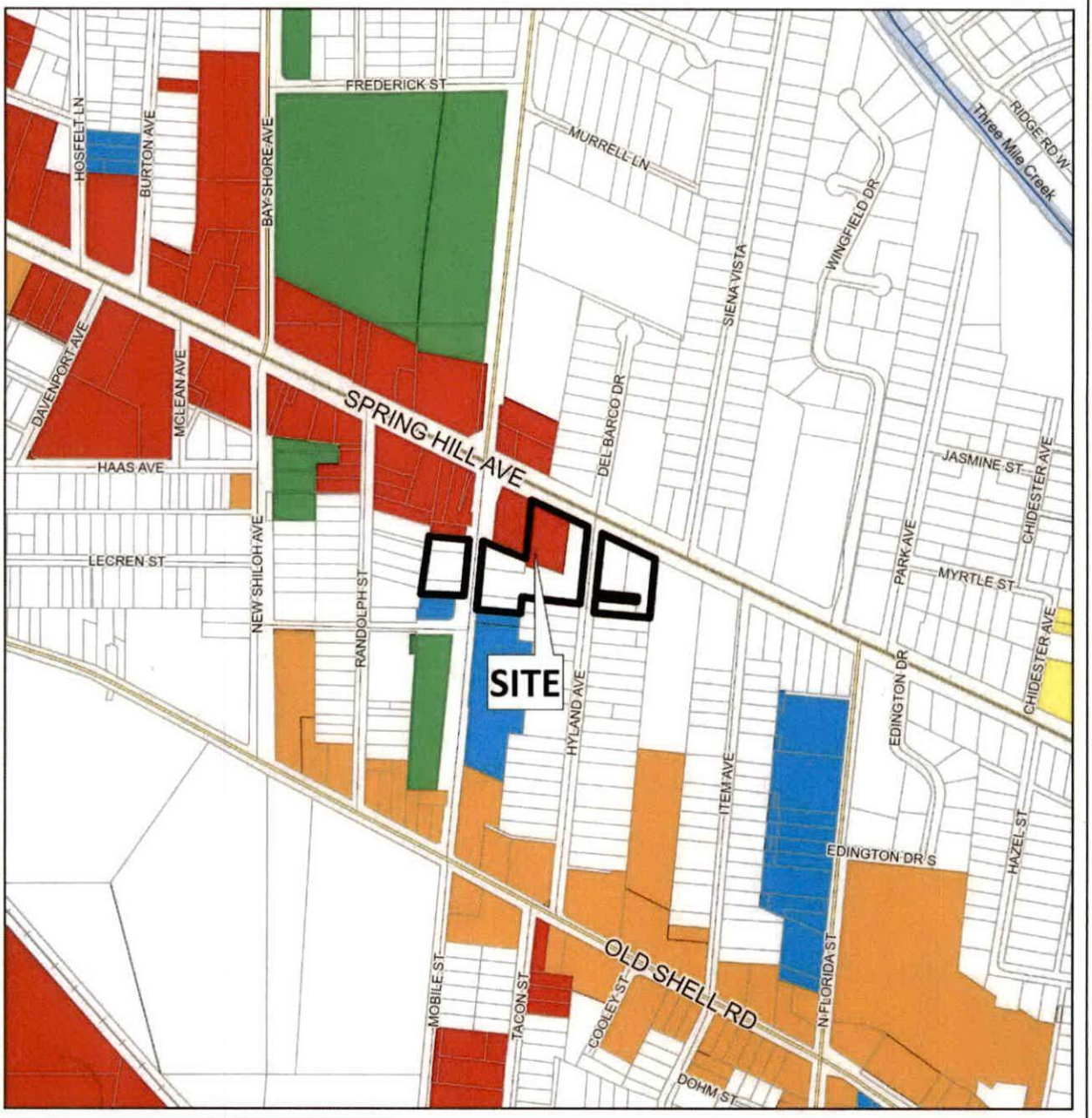
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition(s) could apply:

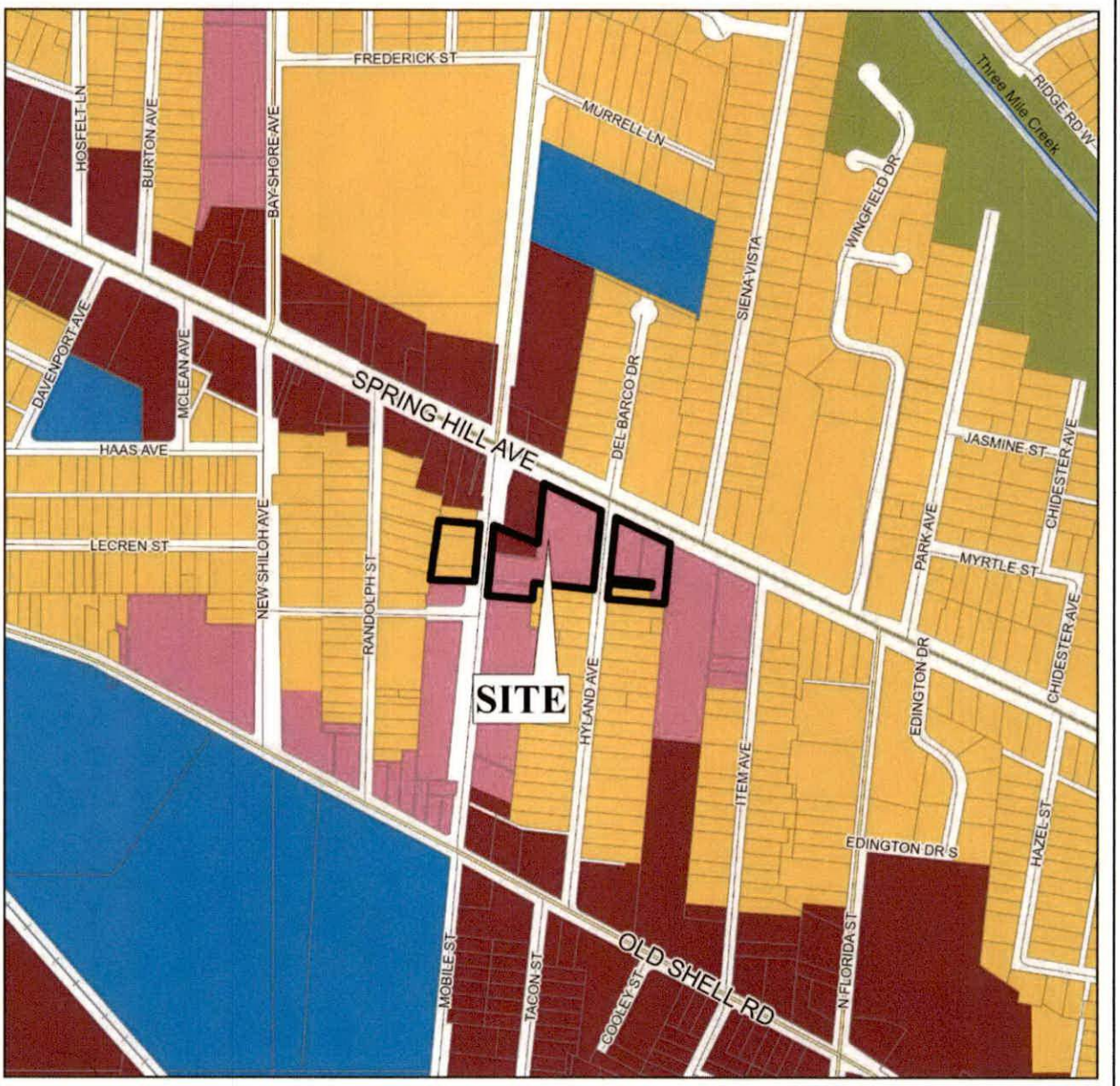
1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 14 DATE May 21, 2026	N
APPLICANT Covenant Presbyterian Church Subdivision	
REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

- 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 units, commercial units lie to the northwest.

APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

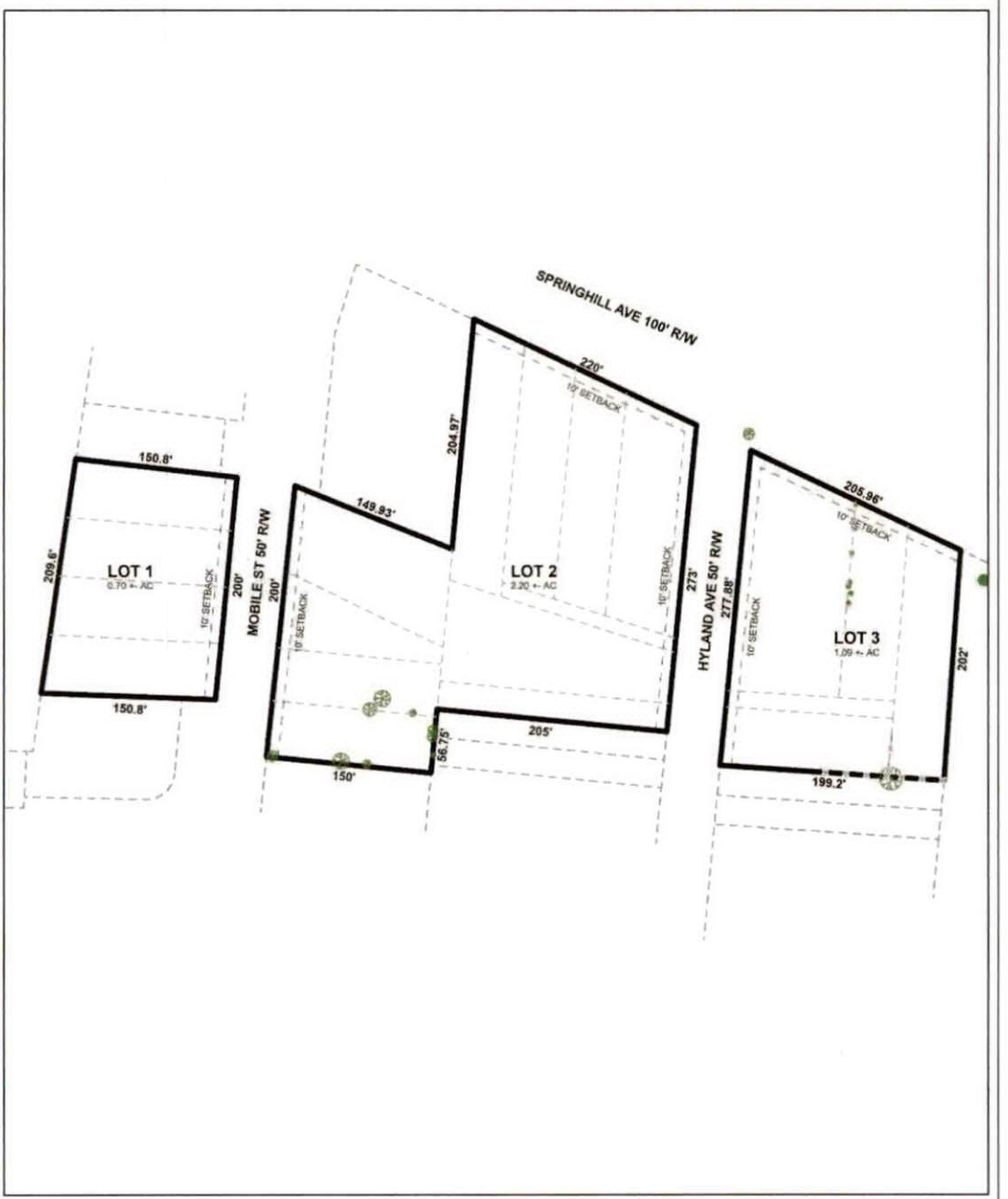
REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

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 proposed lots, setbacks, and landscaping.

APPLICATION NUMBER	14	DATE	May 21, 2026
APPLICANT	Covenant Presbyterian Church Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-3 to B-1		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

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

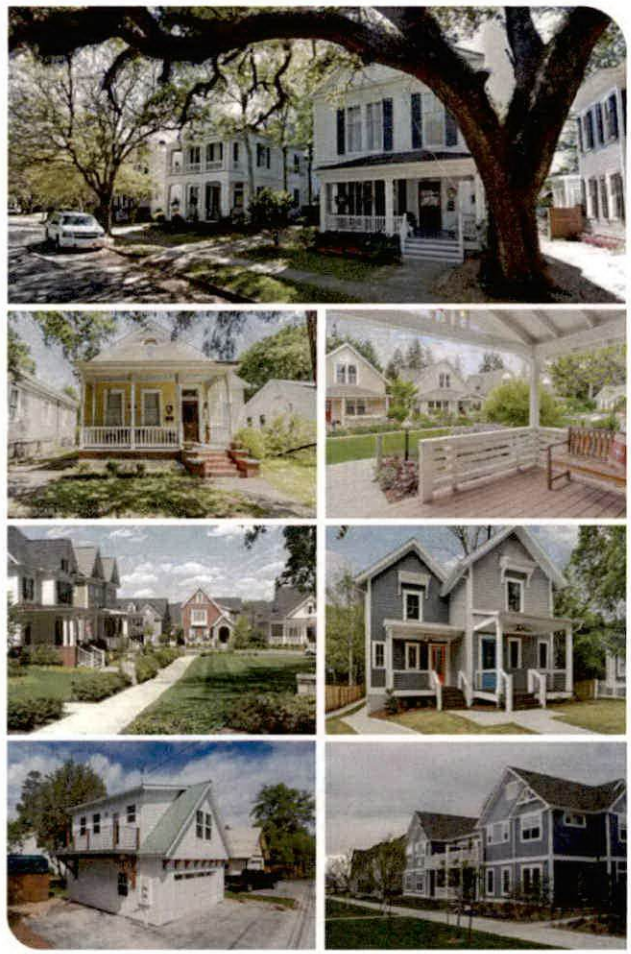
Secondary Uses

- 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

NEIGHBORHOOD CENTERS (NC)

Neighborhood Center applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. The following principles apply not just to the future development of new centers, but also to the redevelopment of existing centers. These principles are common to all neighborhood centers, but the appropriate design varies depending on whether a center is in a more "traditional" or more "suburban" context.

- Support a limited amount of commercial employment
- Incorporate some residential use, compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments. Form vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- Be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

Land use mix

Primary Uses

- Commercial
- Office
- Residential, Multifamily

Secondary Uses

- Residential, Attached
- Civic
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes
- Accessory and live-work units



NC TRADITIONAL (NCT)

These tend to be in areas connected to MxDR neighborhoods. They primarily occur east of I-65.

Development Intent

- Buildings should orient to the street, with on-site parking typically pushed to the back of the site.
- Design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.



NC SUBURBAN (NCS)

These generally are located among the LDR neighborhoods west of the I-65. Where they exist, these centers currently have a more pronounced vehicular orientation.

Development Intent

- Support increase in mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).
- Retrofit to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.)







TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes

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 Rezoning for Property
Located at 4630, 4700, and 4960 Dauphin Island Parkway

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 4630, 4700, and 4960 Dauphin Island ParkwayB-3, B-3, Community Business Suburban District, to B-3, Community Business Suburban District, to remove a previous condition of the rezoning approval limiting development of the site to a Planned Unit Development.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, A DISTANCE OF 1356.62 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, 5-FEET MORE OR LESS TO THE EAST BANK OF PERCH CREEK; THENCE NORTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID CREEK, 400 FEET MORE OR LESS; THENCE SOUTH 76°-59'-46" EAST, 3 FEET MORE OR LESS TO A POINT HEREAFTER REFERRED TO AS POINT "B" (MATHEMATICAL TIE BETWEEN POINT "A" AND "B" IS NORTH 10°-17'-56" EAST, 373.47 FEET); THENCE CONTINUE SOUTH 76°-59'-46" EAST, 1102.90 FEET; THENCE SOUTH 21°-46'-27" EAST,69.72 FEET; THENCE SOUTH 77°-01'-44" EAST,392.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (125' RIGHT-OF-WAY); THENCE SOUTH 14°-06'-45" WEST AND ALONG SAID WEST RIGHT-OF-WAY, 298.73 FEET TO THE P.C. OF A 101,668.28 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND

WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 15°-23'-12" WEST, 16.74 FEET) A DISTANCE OF 16.78 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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 City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4630, 4700, and 4960 Dauphin Island Parkway.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, A DISTANCE OF 1356.62 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, 5-FEET MORE OR LESS TO THE EAST BANK OF PERCH CREEK; THENCE NORTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID CREEK, 400 FEET MORE OR LESS; THENCE SOUTH 76°-59'-46" EAST, 3 FEET MORE OR LESS TO A POINT HEREAFTER REFERRED TO AS POINT "B" (MATHEMATICAL TIE BETWEEN POINT "A" AND "B" IS NORTH 10°-17'-56" EAST, 373.47 FEET); THENCE CONTINUE SOUTH 76°-59'-46" EAST, 1102.90 FEET; THENCE SOUTH 21°-46'-27" EAST,69.72 FEET; THENCE SOUTH 77°-01'-44" EAST,392.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (125' RIGHT-OF-WAY); THENCE SOUTH 14°-06'-45" WEST AND ALONG SAID WEST RIGHT-OF-WAY, 298.73 FEET TO THE P.C. OF A 101,668.28 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 15°-23'-12" WEST, 16.74 FEET) A DISTANCE OF 16.78 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Community Business Suburban District (B-3) to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said

premises for any use permitted by the terms of said Ordinance in a **B-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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

Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC
Byrd Surveying, Inc., Agent
4630, 4700, and 4960 Dauphin Island Parkway
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 2, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent),** for a change in Rezoning from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development, for the property located at **4630, 4700, and 4960 Dauphin Island Parkway**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report 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

May 22, 2026

Don Coleman
Coleman Marine, LLC
[redacted]

Re: 4630, 4700, and 4960 Dauphin Island Parkway
ZON-UDC-003720-2026
Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent)
District 3
Rezoning from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Suburban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would not adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

[redacted]

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **$372.02**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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

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

☐ **Planned Development** Checklist C

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

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

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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)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
[redacted]		

[redacted]

	Owner	~~Design Professional~~ OWNER
Name:	RICK TWILLEY	DON COLEMAN
Firm:	AUDUBON PROPERTIES, LLC	COLEMAN MARINE, LLC

[redacted]

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

4630, 4960, 4700 DAUPHIN ISLAND PARKWAY — Property Address

19.7 ACRES — Property Area (acres or square feet)

KEY #01049797 & #01049813 — Parcel Number(s) or Key Number(s)

B-3, COMMUNITY BUSINESS — Present Zoning or Transect District

B-3, COMMUNITY BUSINESS — 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: 4-15-26

~~Applicant or Agent Signature (if applicable)~~ OWNER SIGNATURE — Date: 04/15/26

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: 4-15-26

[redacted]

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
PROPERTY IS LOCATED ON AN EDGE CORRIDOR DESIGNATED FOR WATERFRONT DEVELOPMENT.

LOW DENSITY RES. WATER DEPEN.
Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
THERE IS NO PROPOSED CHANGE IN THE BUSINESSES THAT ARE ALLOWED IN B-3.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS REZONING IS TO REMOVE THE REQUIREMENT FOR A PUD THAT WAS INCLUDED IN THE ORIGINAL REZONING AMENDMENT.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
THERE ARE NO CHANGING DEVELOPMENT TRENDS IN THE AREA..

2. Describe the surrounding land uses.
VACANT LAND TO THE NORTH, CITY OWNED PROPERTY TO THE EAST, MAWSS PUMPING STATION TO THE EAST, MARINE CONSTRUCTION COMPANY TO THE SOUTH..

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
NO ADVERSE IMPACT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
ADEQUATE INFRASTRUCTURE IS AVAILABLE.

5. 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.
N/A

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, DON COLEMAN, 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 COLEMAN MARINE, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4630 DAUPHIN ISLAND PARKWAY.

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.

BYRD SURVEYING
Designee (1)

Designee (2)

[redacted]

Email

Phone Number

Signature of Company Owner

04/15/26
Date

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, RICK TWILLEY, 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 AUDUBON PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4960 & 4700 DAUPHIN ISLAND PARKWAY.

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.

BYRD SURVEYING
Designee (1)

[redacted]

Designee (2)

Email

Phone Number

Signature of Company Owner

4-15-26
Date

[redacted]

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
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PROPERTY IS LOCATED ON AN EDGE CORRIDOR DESIGNATED FOR WATERFRONT DEVELOPMENT.

LOW DENSITY RES. WATER DEPEN.
Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

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THERE IS NO PROPOSED CHANGE IN THE BUSINESSES THAT ARE ALLOWED IN B-3.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS REZONING IS TO REMOVE THE REQUIREMENT FOR A PUD THAT WAS INCLUDED IN THE ORIGINAL REZONING AMENDMENT.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   THERE ARE NO CHANGING DEVELOPMENT TRENDS IN THE AREA.

2. Describe the surrounding land uses.
   VACANT LAND TO THE NORTH, CITY OWNED PROPERTY TO THE EAST, MAWSS PUMPING STATION TO THE EAST, MARINE CONSTRUCTION COMPANY TO THE SOUTH.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   ADEQUATE INFRASTRUCTURE IS AVAILABLE.

5. 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.
   N/A

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

[redacted]

Outlook

Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent) (ZON-UDC-003720-2026)

[redacted]

Good morning,

We have completed our review of the above Rezoning application. Before the application can be considered complete and scheduled for an agenda, the following item must be addressed:

1. If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this message.

An invoice for the notification fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on April 20, 2026**, the application will be placed on the **May 21, 2026, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

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

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

Thank You,
Logan Anderson
Principal Planner II
[redacted]

BUILDMOBILE

Outlook

Re: Property Case Number ZON-UDC-003720-2026

[redacted]

Jennifer,

Regarding the above-referenced request, no Planned Unit Development (PUD) is proposed. The property's zoning district originally required development through a PUD, but no PUD was ever approved, and that requirement is now obsolete, as PUDs are no longer a development option. Because no PUD exists for the site, the applicant is requesting removal of this outdated condition to allow for future development or redevelopment. No changes to the existing marina are proposed at this time, aside from relocating an interior lot line between the subject site and the vacant property to the north.

[redacted]

Please let us know if you have any additional questions.

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

BUILDMOBILE

[redacted]

[redacted]

Subject: Property Case Number ZON-UDC-003720-2026

Some people who received this message don't often get email from jkwoods@mcpss.com. Learn why this is important

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

I sent this letter last week. However, I did not give you my full name and address: Jennifer K. Woods 1663 Alba Ave. Mobile, AL 36605.

To Whom It May Concern,

We, the undersigned residents living within 300 feet of the property subject to case number ZON-UDC-003720-2026, are writing to formally express our concerns regarding the upcoming hearing scheduled for May 21, 2026, at 2:00 PM.

We understand that Mr. Don Coleman of Coleman Marine, LLC is requesting a rezoning action that would retain the B-3 classification while incorporating a Planned Unit Development (PUD) component. While the zoning designation itself may not appear to change, the introduction of a PUD raises significant questions and concerns for those of us who reside in close proximity to the site.

At this time, our primary concern is the lack of clarity regarding what is specifically proposed within the Planned Unit Development. A PUD designation often allows for flexibility in land use, density, and design standards, which can result in developments that differ substantially from what is typically permitted under standard B-3 zoning. Without detailed plans, renderings, or a clear description of intended uses, it is difficult for neighboring property owners to fully understand the scope and impact of the proposed development.

We are particularly concerned about the potential impact on property values in our neighborhood. Any development that is inconsistent with the existing character of the area, introduces increased traffic, noise, or environmental disruption, or otherwise diminishes the quality of life could negatively affect our investments and homes.

Additionally, the proximity of this property to Perch Creek Preserve Park is of great importance to us. This natural and recreational area is a valuable community asset, and we are concerned that a PUD—depending on its nature—could interfere with the city's long-term vision, conservation efforts, and the overall integrity of the park and its surrounding environment.

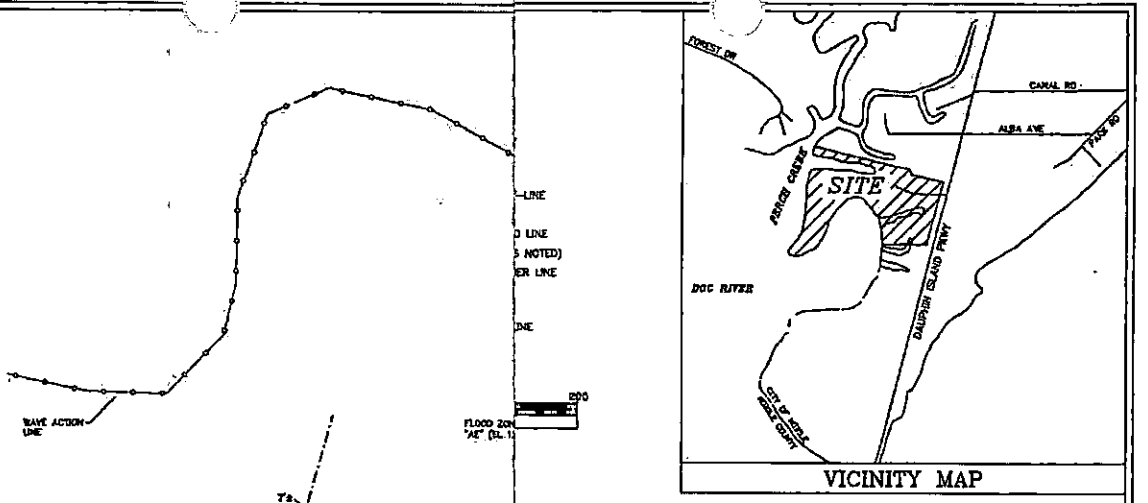
In light of these concerns, we respectfully request the following before any approval is considered:

1. A detailed description of the proposed Planned Unit Development, including intended uses, structures, density, and layout.
2. Site plans, elevations, and any available renderings to provide visual context.
3. An assessment of potential impacts on traffic, noise, drainage, and environmental conditions.
4. Clarification on how the proposed development aligns with the city's comprehensive plan, particularly regarding the preservation and enhancement of Perch Creek Preserve Park.
5. Opportunities for community input and engagement prior to any final decision.

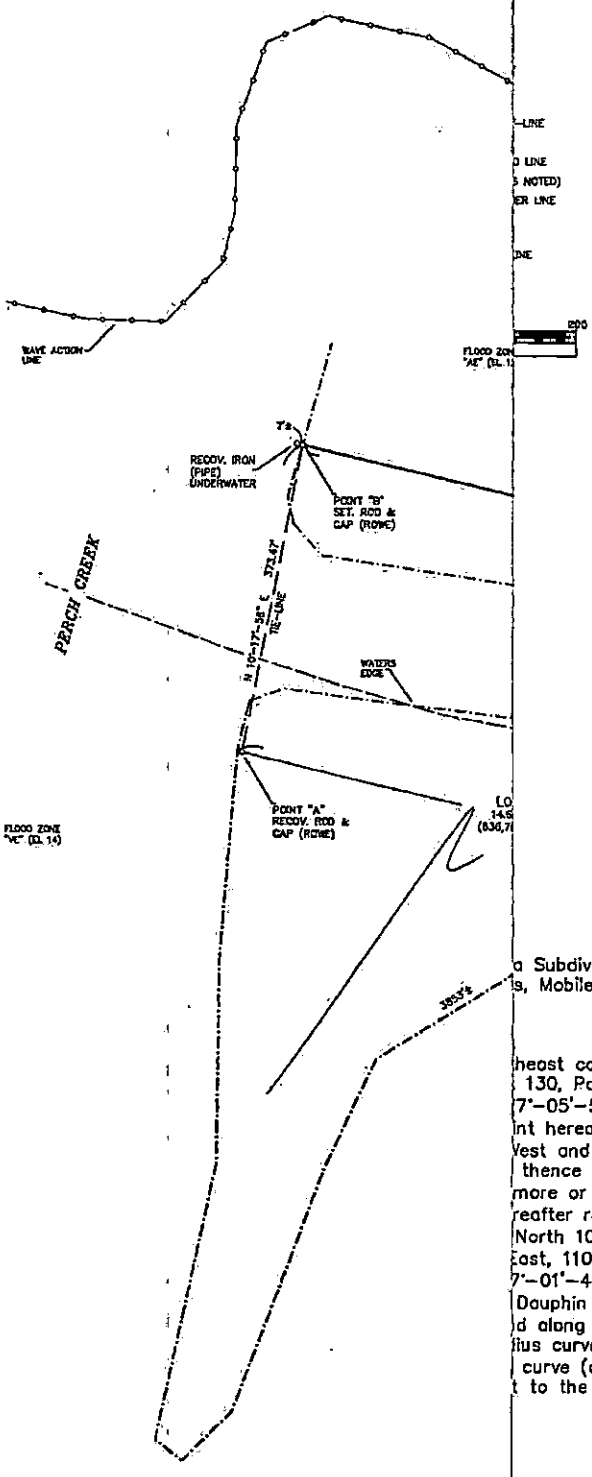
Until such information is made available and thoroughly reviewed, we are not in a position to support the requested rezoning action. We ask that our concerns be taken into serious consideration and that transparency be prioritized throughout this process.

Thank you for your time and attention to this matter.





VICINITY MAP



LEGAL DESCRIPTION

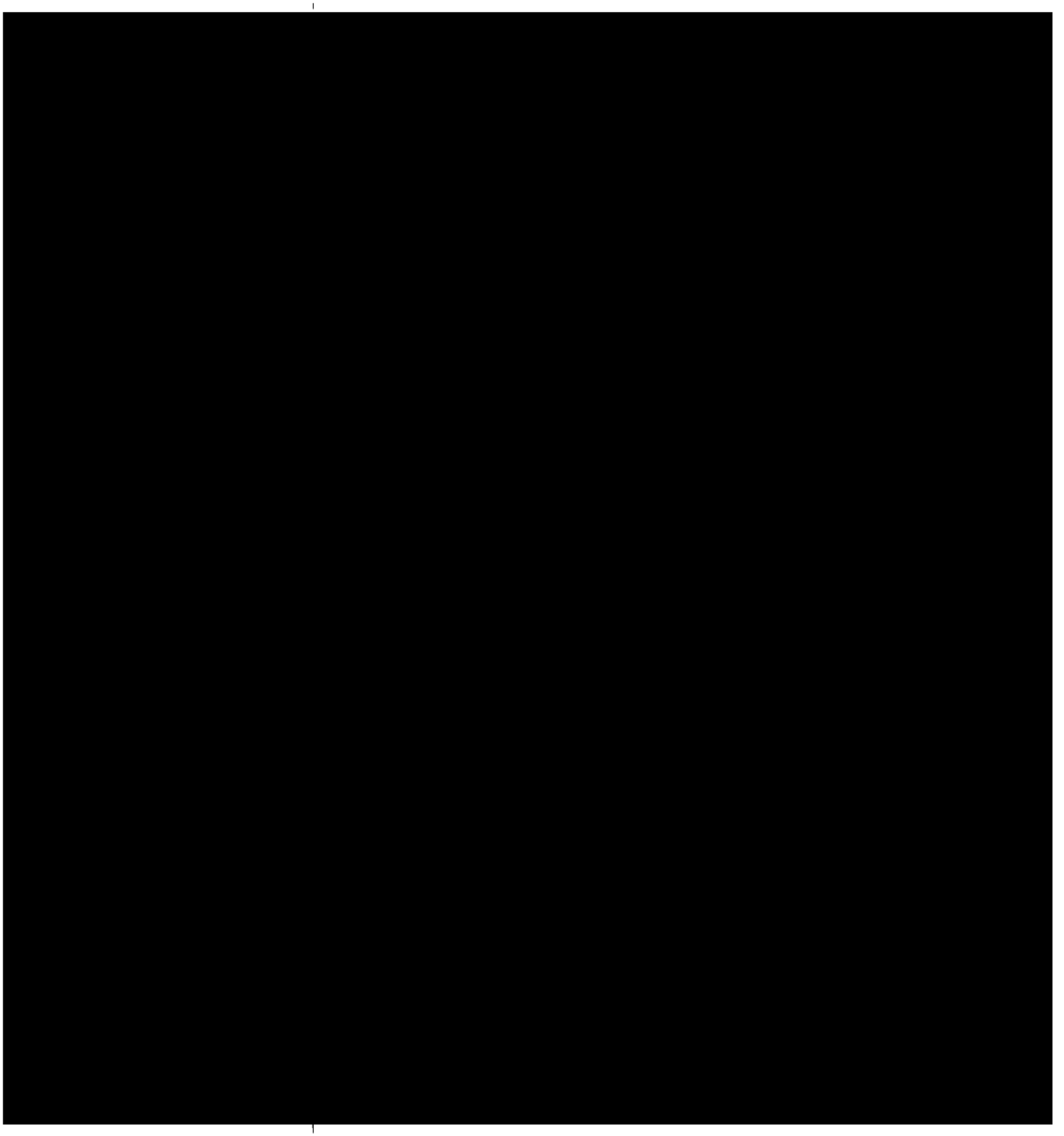
a Subdivision, as recorded in Map Book 130, Page 83, s, Mobile County, Alabama.

heast corner of Lot 1, Dockside Marina Subdivision, as 130, Page 83, Probate Court Records, Mobile County, 7'-05'-58" West and along said Lot 1, a distance of int hereafter referred to as Point "A"; thence continue Vest and along said Lot 1, 5 feet more or less to the East thence Northwardly and Eastwardly along the meanders of more or less; thence South 76°-59'-46" East, 3 feet more reafter referred to as Point "B" (mathematical tie between North 10°-17'-56" East, 373.47 feet); thence continue East, 1102.90 feet; thence South 21°-46'-27" East, 69.72 7'-01'-44" East, 392.21 feet to a point on the West Dauphin Island Parkway (125' Right-of-Way); thence South d along said west Right-of-Way, 298.73 feet to the P.C. of lius curve to the right; thence Southwardly and Westwardly curve (chord bears South 15°-23'-12" West, 16.74 feet) a t to the Point of Beginning.

ONE B-3 TO B-3
D DAUPHIN ISLAND PARKWAY

K & ASSOCIATES OF MOBILE, D.B.A.
RD SURVEYING

ILL ROAD MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
100' APRIL 13, 2026



Agenda Item # 13

SUB-003671-2026 (HOLDOVER) & ZON-UDC-003720-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4630, 4700, and 4960 Dauphin Island Parkway

Subdivision Name:
Perch Creek – Dockside Marina Subdivision

Applicant / Agent:
Don Coleman, Coleman Marine, LLC & Audubon Properties, LLC / Byrd Surveying, Inc.

Property Owner(s):
Coleman Marine, LLC & Audubon Properties, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Low Density Residential & Water Dependent

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from B-3, Community Business Suburban District to B-3, Community Business Suburban District to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development.
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Considerations:

1. Subdivision proposal with seven (7) conditions.
2. Rezoning with three (3) conditions)

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-3

N

NTS

SITE HISTORY

In October 1998, the property owner submitted documentation asserting that the marina was a legal nonconforming use, having been in operation prior to the adoption of the Zoning Ordinance in 1967, with multiple structures located on a single building site.

A portion of the subject property (4700 and 4960 Dauphin Island Parkway; see map on page 10) was before the Planning Commission in November 2006 with applications for a two-lot Subdivision, a Planned Unit Development (PUD) to allow multiple buildings on a single building site, and Rezoning. The rezoning request included changing one proposed lot from R-1 (Single-Family Residential) to B-3 (Community Business) to accommodate the existing marina, and the other lot from R-1 to R-3 (Multi-Family Residential) to allow a multi-family development. These approvals were subsequently allowed to expire.

In August 2008, the same properties returned to the Planning Commission with a PUD request to allow multiple buildings on a single building site and a Rezoning request from R-1 to B-3 to facilitate improvements to the existing marina. The PUD request was denied; however, the rezoning was approved by both the Planning Commission and the City Council.

The 2008 rezoning approval was subject to the following conditions:

1. Development limited to an approved PUD;
2. No permits or licenses to be issued until a PUD is submitted and approved;
3. Limited to one curb cut to Dauphin Island Parkway, with size, location, and design subject to approval by Traffic Engineering and ALDOT;
4. Compliance with engineering requirements, including FEMA flood zone regulations, stormwater management, wetland verification, and right-of-way permitting;
5. Approval from all applicable federal, state, and local agencies prior to issuance of permits or land disturbance;
6. Full compliance with all municipal codes and ordinances; and
7. Compliance with all applicable regulations regarding endangered, threatened, or protected species.

In November 2013, the properties were again before the Planning Commission for a one-lot Subdivision, a PUD to allow multiple buildings on a single building site for marina improvements, and a Sidewalk Waiver along Dauphin Island Parkway. All applications were approved, and the *Dockside Marina Subdivision* was recorded in Probate Court; however, the PUD was never acted upon and subsequently expired.

In September 2014, a new PUD application was approved to allow construction of a restaurant at the existing marina. This PUD was also never acted upon and expired.

In March 2015, the properties returned with another PUD application to allow construction of a pavilion. This PUD was likewise never acted upon and expired.

At its December 7, 2023, meeting, the Planning Commission approved a two-lot Subdivision and a Rezoning request to remove the previously imposed conditions requiring development of the site to be subject to approval of a PUD. However, both applications expired because the Final Plat was not submitted for signatures or recorded in Mobile County Probate Court (a condition of rezoning approval), and the required advertising fees for the rezoning were not submitted. As a result, the rezoning request was never forwarded to or considered by the City Council.

Most recently, at its April 16 meeting, the Planning Commission considered applications for a two-lot Subdivision and the termination of a previously approved PUD. However, as previously noted, staff determined that the 2023

rezoning request had never been considered by the City Council and had subsequently expired after one (1) year due to the applicant taking no action to advance the request. Staff further determined that all previously approved PUDs associated with the site had likewise expired, rendering the PUD Termination request unnecessary. Accordingly, staff recommended withdrawal of the PUD Termination application and a holdover of the Subdivision application to allow the applicant time to submit a new Rezoning application to remove the original conditions requiring development to be subject to PUD approval.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a written description for the proposed subdivision boundary.
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
F. Retain NOTES 6, 7, 8, 12, and 15.
G. Delete NOTES # 13.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review a[redacted]or to obtaining any signatures. No signatures are required on[redacted]

Rezoning

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

Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision (HOLDOVER)

The purpose of this subdivision request is to create two (2) legal lots of record from one (1) existing legal lot of record and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The proposed lots have frontage along Dauphin Island Parkway, a Principal Arterial street requiring a 100-foot-wide right-of-way at this location. A 125-foot-wide right-of-way is depicted on the preliminary plat making additional dedication unnecessary.

Both lots exceed the minimum area requirements of Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for properties served by public water and sanitary sewer within the B-3, Community Business Suburban District. The preliminary plat properly labels each lot with its area in both square feet and acres. If approved, this information should be retained on the Final Plat; alternatively, a table providing the same information will suffice.

The proposed lots also exceed the minimum width requirements of Section 6.C.2.(b)(4) of the Subdivision Regulations for lots within commercial zoning districts.

If approved, a 25-foot front yard setback should be illustrated along Dauphin Island Parkway, consistent with the requirements of Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for lots within the B-3 Suburban district.

The site is located within the Peninsula Overlay District. Accordingly, if the subdivision is approved, the development of each lot will be subject to the provisions of Article 12 of the UDC.

Rezoning

The subject site is bordered by property zoned R-1, Single-Family Residential Suburban District, to the north, south, and east, with Dog River located to the west.

The applicant has submitted a site plan depicting the existing marina and states that no improvements to the site are proposed at this time. The purpose of the rezoning request is to remove the previous rezoning conditions requiring Planned Unit Development (PUD) approval for the property (Conditions #1 and #2).

It should be noted that the site is located within the Peninsula Overlay District. Therefore, any future development of the property will be required to comply with the applicable provisions of the Unified Development Code (UDC), including Article 12.

SUBDIVISION (HOLDOVER) CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the existing right-of-way for Dauphin Island Parkway;
2. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Revision of the plat to illustrate a 25-foot minimum building setback line along Dauphin Island Parkway;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

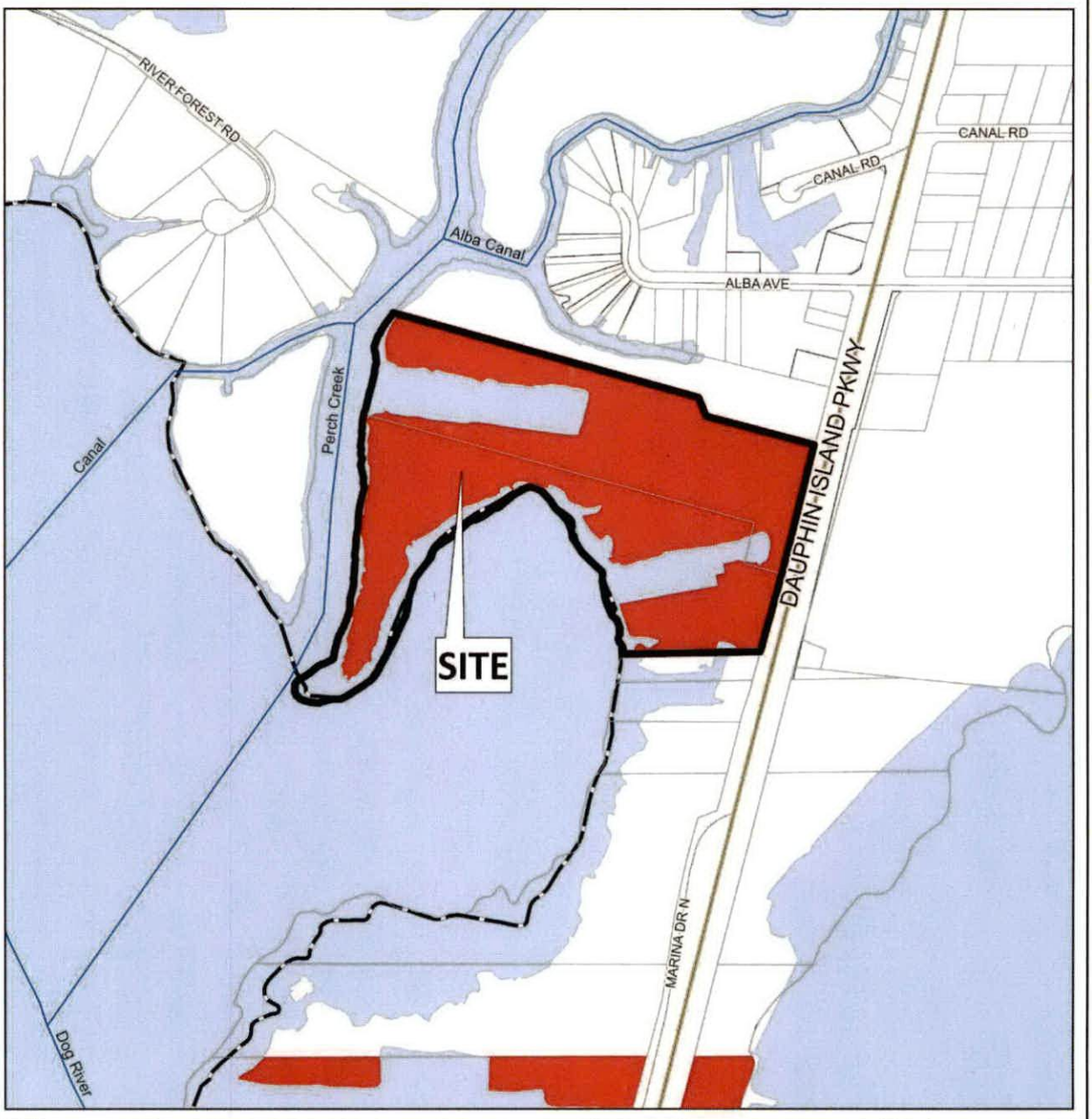
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE May 21, 2026

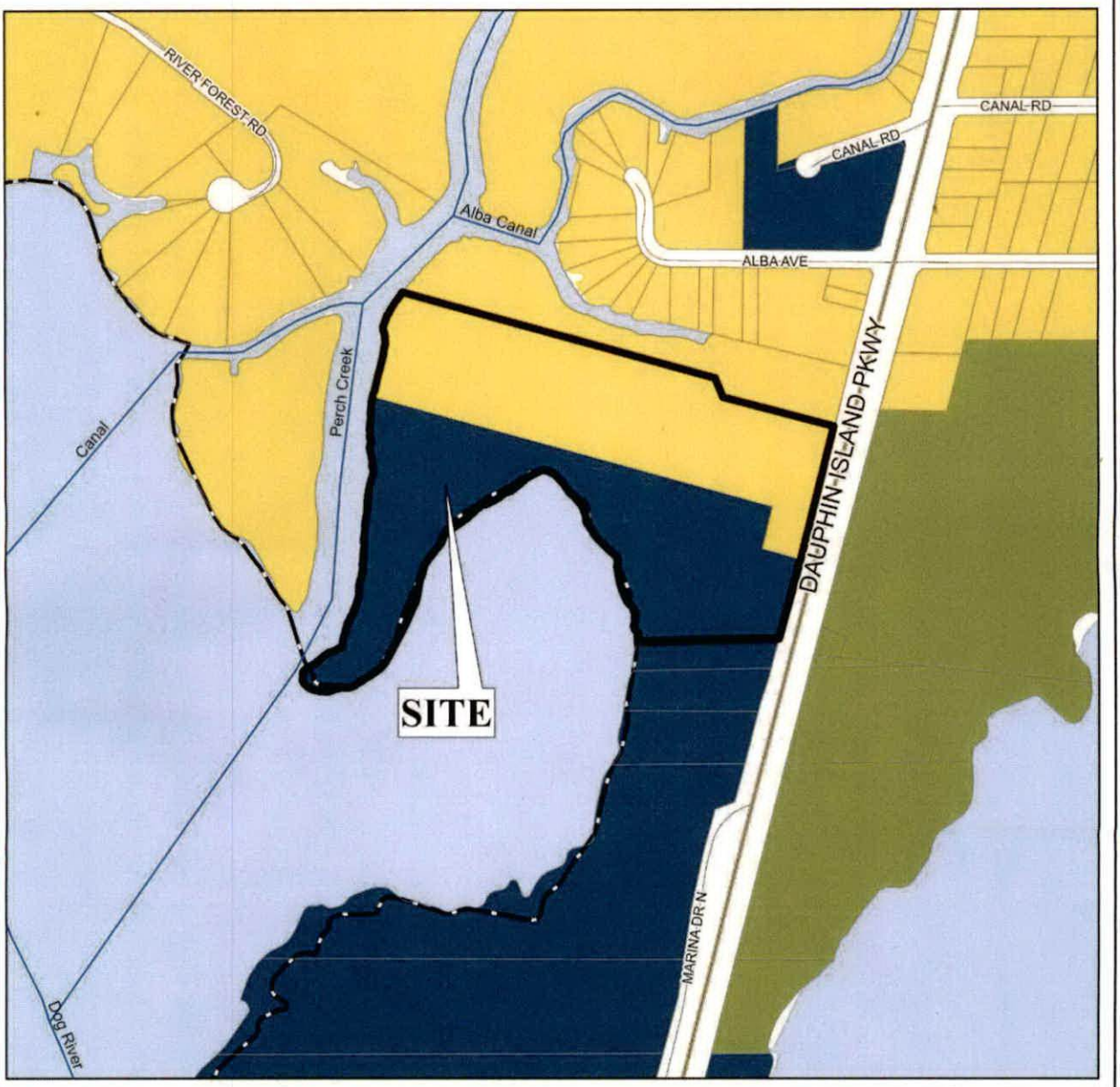
APPLICANT Perch Creek – Dockside Marina Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

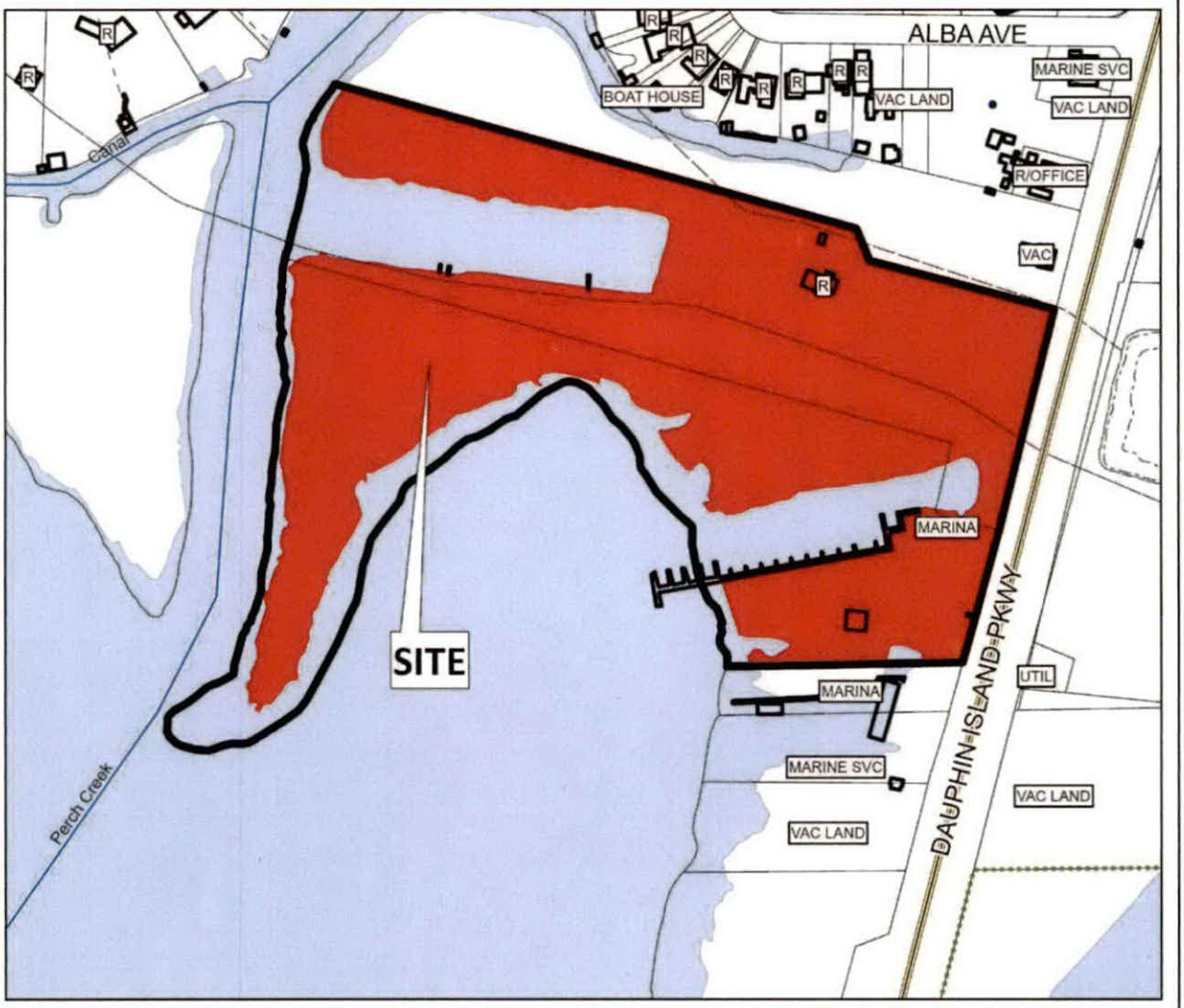
REQUEST Subdivision, Rezoning from B-3 to B-3

- 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 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

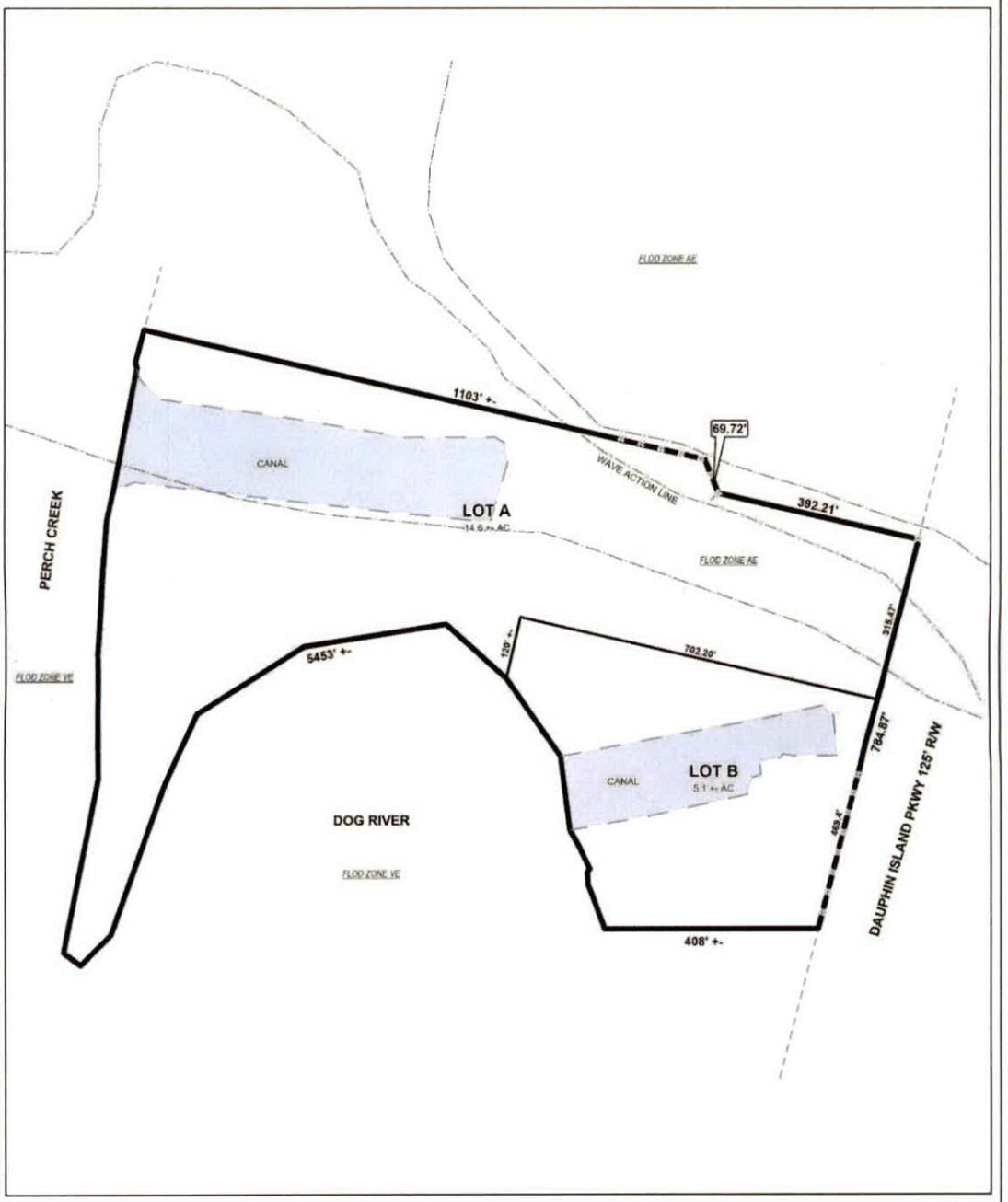
REQUEST Subdivision, Rezoning from B-3 to B-3

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

MODIFICATION SITE PLAN



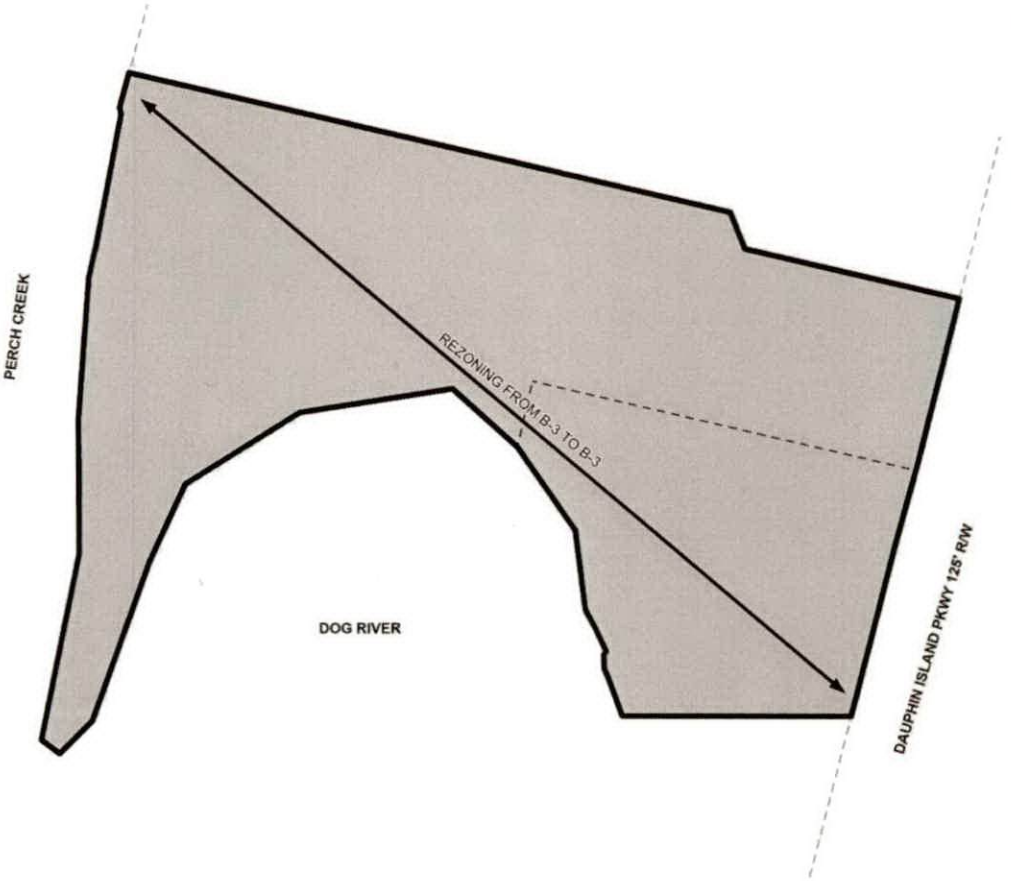
The site plan illustrates proposed lots and flood zones.

APPLICATION NUMBER	13	DATE	May 21, 2026
APPLICANT	Perch Creek – Dockside Marina Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-3		

N

NTS

SUBDIVISION SITE PLAN



APPLICATION NUMBER	13	DATE	May 21, 2026
APPLICANT	Perch Creek – Dockside Marina Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-3		

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)	■					○								■	■	■		○											

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

WATER-DEPENDENT & WATER-RELATED USES (WDWRU)

This designation applies to areas within the Mobile-Tensaw River Delta, Mobile Bay, Dog River, and associated tributaries, where potential future uses must, under normal operating conditions, be located on, in, or immediately adjacent to coastal waters in order to be physically and economically practicable. This includes various Uses of Regional Benefit. It may also apply to water-related and water-enhanced uses such as marinas, complementary marine businesses, industry and warehousing, housing, restaurants, and other facilities that are open to the public and offer public access to the waters of the state. These areas include port terminal facilities, docks, shipyards, drydocks, etc., that are mostly owned by the State of Alabama (but are not subject to local zoning).





ENVIRONMENTALLY SENSITIVE AREAS

Environmentally Sensitive Areas identify land that may exhibit potential for flooding or have significant development limitations due environmental conditions. In some cases, these lands also serve as buffers to separate areas that may have the potential to become conflicting land uses. The purpose of this overlay is to identify these sensitive areas so that they are given consideration for protection or incorporated as amenities within new developments. This designation does not mean existing development cannot expand in these areas.

The FLUM depicts these areas partially based upon data on environmental constraints that may not correspond precisely with conditions on the ground. However, these areas may also contain specific limitations such as riparian buffer overlays which have a defined width established through the zoning code. When considering rezoning requests or other development proposals, some areas classified as Environmentally Sensitive may be determined not to contain anticipated development constraints, or that existing conditions can reasonably be mitigated. In such cases, the future preferred land use should be based on the underlying designations, contextual considerations, and other relevant City policies.



Intent

- Conserve environmentally sensitive land.
- Buffer incompatible land uses with open space.
- Develop a connected open space network through the city for recreation.

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 Rezoning for Property
Located at 5101 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 5101 Moffett Road from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT PORTION OF LOT "C" OF MANDRELL'S SUBDIVISION AS SHOWN BY PLAT RECORDED IN MAP BOOK 3, PAGE 253, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND THENCE RUN NORTH 129 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF THE MOFFAT ROAD, THENCE RUN NORTH 87 DEGREES 17 MINUTES WEST ALONG THE SOUTH RIGHT OF WAY OF SAID MOFFAT ROAD 659 FEET TO A POINT, MARKED BY AN IRON PIPE, FOR THE POINT OF SAID BEGINNING; THENCE RUNNING SOUTH 182.5 FEET TO AN IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD (FORMERLY OLD MOFFAT ROAD) THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD FOR A DISTANCE OF 222 FEET TO AN IRON PIPE, WHICH IRON PIPE IS 30 FEET DISTANT NORTH FROM THE CENTER LINE OF THE SAID OVERLOOK ROAD, THENCE RUN NORTHWARDLY 195 FEET TO AN IRON PIPE, WHICH IS LOCATED ON THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD, THENCE RUN SOUTH 7 DEGREES 17 MINUTES EAST 222 FEET ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD TO THE POINT OF BEGINNING.

LESS AND EXCEPT, HOWEVER, THE WESTERN 60 FEET OF THE ABOVE PROPERTY HERETOFORE CONVEYED BY DRIVE-IN REALTY, INC. TO C.D. GLAZE, MAY 29, 1962, AND RECORDED IN REAL PROPERTY BOOK 339, PAGE 639, OF THE PROBATE COUNTY RECORDS OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT EASEMENT AS CONDEMNED FOR THE WIDENING OF MOFFAT ROAD RIGHT-OF-WAY.

The classification of said property is hereby changed from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5101 Moffett Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT PORTION OF LOT "C" OF MANDRELL'S SUBDIVISION AS SHOWN BY PLAT RECORDED IN MAP BOOK 3, PAGE 253, PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT, HOWEVER, THE WESTERN 60 FEET OF THE ABOVE PROPERTY HERETOFORE CONVEYED BY DRIVE-IN REALTY, INC. TO C.D. GLAZE, MAY 29, 1962, AND RECORDED IN REAL PROPERTY BOOK 339, PAGE 639, OF THE PROBATE COUNTY RECORDS OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT EASEMENT AS CONDEMNED FOR THE WIDENING OF MOFFAT ROAD RIGHT-OF-WAY.

The classification of said property is hereby changed **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

MYMS, Inc. (Walid George Harb, Agent)
5101 Moffett Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 22, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **MYMS, Inc. (Walid George Harb, Agent),** for a change in zoning **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** for the property located at **5101 Moffett Road**.

After discussion it was decided to recommend **denial** of the rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. There was no mistake or error in the original zoning map; and
C) The proposed amendment is not compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) It would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) The proposed amendment does not promote the community's public health, safety, and general welfare.
E) The infrastructure is not in place to accommodate the proposed amendment; and,
F) There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) 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

Copies of the application and report 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

May 22, 2026

Walid George Harb
MYMS, Inc.
[redacted]

Re: 5101 Moffett Road
ZON-UDC-003718-2026
MYMS, Inc. (Walid George Harb, Agent)
District 7
Rezoning from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission denied the Rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. There was no mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is not compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) The proposed amendment does not promote the community's public health, safety, and general welfare.
E) The infrastructure is not in place to accommodate the proposed amendment; and,
F) There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) 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.

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

[redacted]

ZON-UDC-003718-2026 5101 Moffett Road
May 22, 2026

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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
■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

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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)
Name:	Walid George Harb	
Firm:	MYMS INC	
Phone:	[redacted]	
Email:		
Address:		

[redacted]

	Owner	Design Professional
Name:	Muhamed Shakora	
Firm:	MYMS INC	
Phone:	[redacted]	
Email:		
Address:		

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

5101 Moffett Rd.

Property Address

Property Area (acres or square feet)

R022802034000128

Parcel Number(s) or Key Number(s)

B2

Present Zoning or Transect District

B3

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.

Muhamed Shakora Digitally signed by Muhamed Shakora DN: cn=Muhamed Shakora, o=MYMS, ou=MYMS, email=mcheer@aol.com, c=US Date: 2025.09.09 16:55:39 -07'00'

Owner Signature

04/09/2026

Date

Walid George Harb Digitally signed by Walid George Harb DN: cn=Walid George Harb, o=MYMS, ou=MYMS, email=a.k.7.remodeling@gmail.com, c=US Date: 2025.09.09 16:53:32 -07'00'

Applicant or Agent Signature (if applicable)

04/09/2026

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.

Walid George Harb Digitally signed by Walid George Harb DN: cn=Walid George Harb, o=MYMS, ou=MYMS, email=a.k.7.remodeling@gmail.com, c=US Date: 2025.09.09 16:54:08 -07'00'

Applicant or Agent Signature

04/09/2026

Date

[redacted]

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	Car Lot Dealership and Garage

Have you provided the required information for the selected uses above? ■ Yes ☐ No

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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
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☒ Site Plan
- ■ Neighborhood Meeting Documentation

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

"The proposed rezoning of 5101 Moffett Road from B-2 (Neighborhood Business District) to B-3 (Community Business District) is consistent with the goals and objectives of the Mobile Comprehensive Plan and the Future Land Use Map designation for this area.

The Future Land Use Map identifies Moffett Road as part of a Commercial Corridor, which supports a variety of retail, service, and automotive uses designed to serve both the surrounding neighborhood and the broader community.

Rezoning to B-3 allows for community-scale commercial activities, including automobile sales and service, which are appropriate for this corridor and support the City's goal of promoting diverse economic development and job creation.

The proposal maintains and enhances the existing commercial character of the area, utilizing an existing building and site infrastructure, thereby avoiding urban sprawl and encouraging efficient use of land and resources. The rezoning supports the Comprehensive Plan's objec

Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ■ Yes ☐ No
   If no, what are the deficiencies?

The proposed rezoning to B-3 and the intended use of the property for automobile sales and a service garage will comply with the development standards of Article 3.

The site fronts directly on Moffett Road, providing adequate public street access. The existing large lot allows for clear circulation, customer parking, and vehicle display areas in accordance with access and parking requirements. Landscaping and buffer improvements

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

The proposed B-3 rezoning and use for an automobile sales lot and service garage is consistent with the commercial character of Moffett Road. The existing building will remain, and the large lot allows for organized vehicle display and customer parking. Landscaping, buffering, and properly designed access and lighting will ensure the project fits harmoniously with surrounding properties, supporting the corridor's role as an active commercial area.

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

[redacted]

The proposed use at 5101 Moffett Road is compatible with surrounding development and will not negatively impact adjacent properties. The site is bordered by Moffett Road (a major highway), a commercial restaurant, a retail lingerie store, and a secondary road with residential housing beyond it. Appropriate buffering, landscaping, and site design will ensure that operations do not interfere with nearby businesses or the residential area across the road. Traffic will be managed with defined access points, and lighting will be directed away from neighboring properties to preserve their usability and development potential.

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     Please check Architect drawings for all details
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
     8 am to 7pm closed on Sundays
   - ☐ Other conditions that are unique to the use of the property:

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.
   The proposal will comply with all City of Mobile stormwater management requirements. Existing drainage patterns will be maintained or improved, and any new impervious surfaces will be managed through proper grading, on-site detention if required, and connection to existing stormwater infrastructure. Best management practices will be used to minimize runoff and prevent negative impacts on surrounding properties and public systems.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
   The development at 5101 Moffett Road is served by existing public utilities. Potable water and sanitary sewer services are provided by Mobile Area Water and Sewer System (MAWSS). The site has access to existing utility connections, and any necessary upgrades or extensions will be coordinated with MAWSS to ensure adequate capacity and service.

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed use will not generate excessive noise, odor, emissions, or other nuisances. All vehicle service activities will take place indoors, with proper waste disposal and compliance with environmental regulations to protect public health and safety. No heavy industrial operations are planned.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ■ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional 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.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ■ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

[redacted]

SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ Neighborhood Meeting documentation
- ☒ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposal aligns with the goals of the Map for Mobile by supporting reinvestment along a major commercial corridor and encouraging context-sensitive infill development. The use promotes economic activity in an area already characterized by mixed commercial uses, helping to strengthen the corridor without disrupting nearby residential areas.

	B3
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposal promotes the community's health, safety, and welfare by providing a well-managed commercial use that supports local economic activity while minimizing negative impacts. Proper site design, including safe vehicle access, adequate lighting, landscaping, and compliance with environmental and safety regulations, ensures a safe and attractive environment for customers, neighbors, and pedestrians.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The area along Moffett Road has experienced increased commercial development and diversification in recent years, evolving into a vibrant commercial corridor. This shift supports rezoning to accommodate compatible uses like automobile sales and service, which were previously limited or absent. The amendment responds to these changing economic and land use patterns, helping to revitalize the corridor while meeting community demand for varied commercial services.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The Moffett Road corridor is experiencing significant commercial growth, characterized by increased traffic volumes and the expansion of retail and service establishments. Notable developments include the Forest Hill Shopping Center at 4805 Moffett Road, anchored by Dollar General and Beauty & Beyond, and the Town West Village at 5701 Moffett Road, which recently secured a 10-year lease with Piggly Wiggly as an anchor tenant. These developments reflect a broader trend of revitalization and increased commercial activity in the area.

2. Describe the surrounding land uses.

5101 Moffett Road is located along a busy commercial corridor. The site is bordered by Moffett Road (a major highway), a restaurant to the east, a lingerie shop to the south, and a secondary road with residential housing across to the west. Nearby retail centers and growing residential neighborhoods reflect a mix of commercial and residential uses in the area.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Potential impacts such as increased traffic, noise, and light could affect neighboring properties. These will be minimized through controlled access points, landscaped buffers, and directed lighting to reduce glare. All service activities will occur indoors to limit noise and odors, ensuring compatibility with adjacent businesses and nearby residences.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The site is served by existing public infrastructure, including paved roads, water, sewer, and stormwater systems. These facilities have adequate capacity to support the proposed automobile sales and service use, with any necessary utility connections or improvements coordinated with the appropriate city departments.

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

The proposal supports the City's goals by encouraging economic growth and revitalizing a key commercial corridor. It provides needed automotive sales and service options, creating jobs and increasing tax revenues. By utilizing existing infrastructure and enhancing the site with landscaping and proper design, the development promotes a safer, more attractive environment that benefits both businesses and residents in the larger community.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

The proposal does not conflict with existing Specific Area Plans, Neighborhood Plans, or overlay districts for the Moffett Road corridor. It supports the goals of these plans by promoting compatible commercial development that enhances the area's economic vitality while respecting the character of adjacent neighborhoods. No amendments to existing plans are necessary.

[redacted]

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☒ Neighborhood Meeting documentation
- ☒ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

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

The proposal aligns with the Map for Mobile by supporting reinvestment and commercial growth along a major corridor. It encourages context-sensitive development that complements existing businesses and helps strengthen the economic vitality of Moffett Road, consistent with the plan's goals for sustainable, balanced growth.

Future Land Use Map (FLUM) Designation

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

The proposed use complements the commercial character of the Moffett Road corridor, where a mix of retail, service, and automotive businesses already exist. The site design, including landscaping and buffering, will ensure the development integrates smoothly with adjacent properties, maintaining the area's functional and visual harmony.

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

The proposal includes landscaped buffers, proper setbacks, and controlled access points to minimize noise, traffic, and visual impacts. Service activities will be confined indoors, ensuring compatibility with neighboring businesses and residential areas and not hindering future development or improvements on adjacent properties.

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:

[redacted]

7 aam to 7 pm closed on Sundays

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

NA

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

The proposal will maintain or improve existing drainage patterns and comply with all City stormwater regulations. New impervious surfaces will be managed through appropriate grading

n-site detention if needed, and connection to existing stormwater infrastructure to prevent increased runoff and protect surrounding properties.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

The development at 5101 Moffett Road is served by existing public utilities. Potable water and sanitary sewer services are provided by Mobile Area Water and Sewer System (MAWSS)

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 proposal limits emissions, noise, odor, dust, and vibration by conducting all vehicle service activities indoors and following applicable environmental and safety regulations.

No heavy industrial processes will occur, and proper waste management and lighting will ensure protection of public health and community welfare.

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

The proposal advances the City's interests by fostering economic development and revitalizing a key commercial corridor.

It meets community needs by providing automotive sales and service options, creating jobs, and generating tax revenue.

Thoughtful site design enhances safety and aesthetics, benefiting both businesses and nearby residents.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

[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 proposal supports the Comprehensive Plan's vision by promoting commercial growth along Moffett Road, a designated mixed-use corridor.

   It encourages reinvestment and compatible development that strengthens economic vitality while respecting surrounding neighborhoods.

   Future Land Use Map (FLUM) Designation

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

   The proposal fits well with the existing commercial character of the Moffett Road area, which includes a mix of retail, service, and automotive uses.

   The design incorporates landscaping, buffering, and site organization to ensure it blends smoothly with adjacent properties and maintains neighborhood harmony.

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

   The proposal includes landscaping buffers, setbacks, and controlled access to reduce noise, traffic, and visual impacts on neighboring properties.

   All service activities will occur indoors to avoid disturbances, ensuring adjacent properties can develop or improve without interference.

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

   - ☐ Lighting:

   - ☐ Hours of operation:

   - ☐ 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 proposal will limit emissions, noise, odors, dust, and vibration by conducting vehicle servicing indoors and adhering to all relevant regulations. No heavy industrial activities are planned, and proper waste management and lighting will safeguard public health, safety, and community welfare.

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

   The proposal supports the City's goals by promoting economic development, creating jobs, and enhancing the commercial vitality of the Moffett Road corridor. It provides needed automotive sales and service options, utilizes existing infrastructure efficiently, and contributes to a safer, more attractive community environment.

[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.

This section 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.

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 referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Tuesday April 7 at 5:00 pm to 7:00 pm at the Right Way Christian Center Church on 4712 Moffett rd. Mobile Alabama

2. What information was presented at the meeting?
   Survey, Interior layout of the property, exterior layout of the property and proposed description of rezoning.

3. What concerns were raised during the meeting?
   When will the work commence?
   What type of work will be performed there as a garage?
   Who are the owners?
   How many cars will be parked there?

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   No all questions where answered to best knowledge

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project 5101 Moffett rd. (Roadline Motors) Rezoning B2 to B3

Address 5101 Moffett rd. Mobile Alabama

Owner MYMS

[redacted]

Authorized Agent Walid George Harb

[redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Kelley Engineering Inc

[redacted]

Architect Phillip Owens Coast Architects Inc

[redacted]

Submitted by:

_____

Signature

Walid George Harb 04/09/2026

Date

Print

Representative MYMS

Affiliation to project/Organization

[redacted]

ZON Description & Justification of Request

Description of Proposal:

The applicant requests rezoning of the property located at 5101 Moffett Road from its current zoning designation to B-3 (Community Business District). The intended use is for an automobile sales lot accompanied by a service garage. The existing structure on site will be retained and repurposed to accommodate vehicle display, sales operations, and minor vehicle servicing. The site plan includes clearly defined parking spaces for customers and employees, landscaped buffers along property boundaries, and designated access points to ensure safe ingress and egress. All vehicle servicing activities will be conducted indoors to reduce noise, odors, and other environmental impacts.

Justification for Request:

This rezoning request is driven by changing development patterns along the Moffett Road corridor, which has evolved into a thriving commercial area featuring a diverse mix of retail, dining, service-oriented businesses, and automotive-related uses. The property's strategic location on a major arterial roadway supports its suitability for B-3 zoning, which is intended to serve community-wide commercial needs.

The proposed use aligns directly with the City of Mobile's Comprehensive Plan (Map for Mobile), which promotes economic reinvestment and commercial diversification along strong corridors like Moffett Road. The plan encourages development that is context-sensitive, compatible with surrounding uses, and that enhances the economic vitality of the area while preserving the character of adjacent neighborhoods.

The development will utilize existing public infrastructure, including water, sewer, stormwater, and paved roadways, thereby minimizing the need for costly public improvements. The project incorporates stormwater management strategies to maintain or improve existing drainage conditions and prevent adverse effects on adjacent properties.

Potential impacts related to traffic, noise, light, and environmental factors will be mitigated through site design measures including landscaped buffers, controlled access points, and indoor service operations. These features will ensure minimal disruption to neighboring commercial and residential properties, preserving community health, safety, and welfare.

Furthermore, this project will create employment opportunities, increase local tax revenue, and enhance commercial services available to residents, contributing positively to the broader community's economic and social well-being.

Outlook

MYMS, Inc. (Walid George Harb, Agent) (ZON-UDC-003718-2026)

[redacted]

Good afternoon,

We have completed our review of the above-referenced Rezoning application.

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. **DWG File Submission:** If you have not already done so, please have your surveyor submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this message.

If the application fees are paid **by noon on Monday, April 20, 2026**, the case will be scheduled for the **May 21, 2026, Planning Commission** agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

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

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

Thank You,
Logan Anderson

[redacted]

BUILDMOBILE

Neighborhood Meeting for 5101 Moffett Rd.

Rezoning B2 to B3

Dear Neighbor,

You are invited to attend a neighborhood meeting regarding the property located at 5101 Moffett Road, Mobile, AL 36618. We are requesting a rezoning of this property from B2 to B-3 to allow use as an automobile sales lot and service garage.

The meeting will be held on Tuesday, April 7, 2026

Time: **5:00 pm to 7:00 pm**

Location: **Right Way Christian Center Church**

4712 Moffett Rd, Mobile AL, 36618

The purpose of this meeting is to provide information about the proposed rezoning, answer questions and hear feedback from nearby property owners and residents before application goes to the Planning Commission.

We value your input and encourage you to attend. Please disregard previous mail received.

Sincerely,
George Harb
MYMS INC
[redacted]

[redacted]

George Harb

MOBILE AL 366
24 MAR 2026 AM 1 L

RECD BUILD MOBILE
MAR 25 '26 AM 10:28

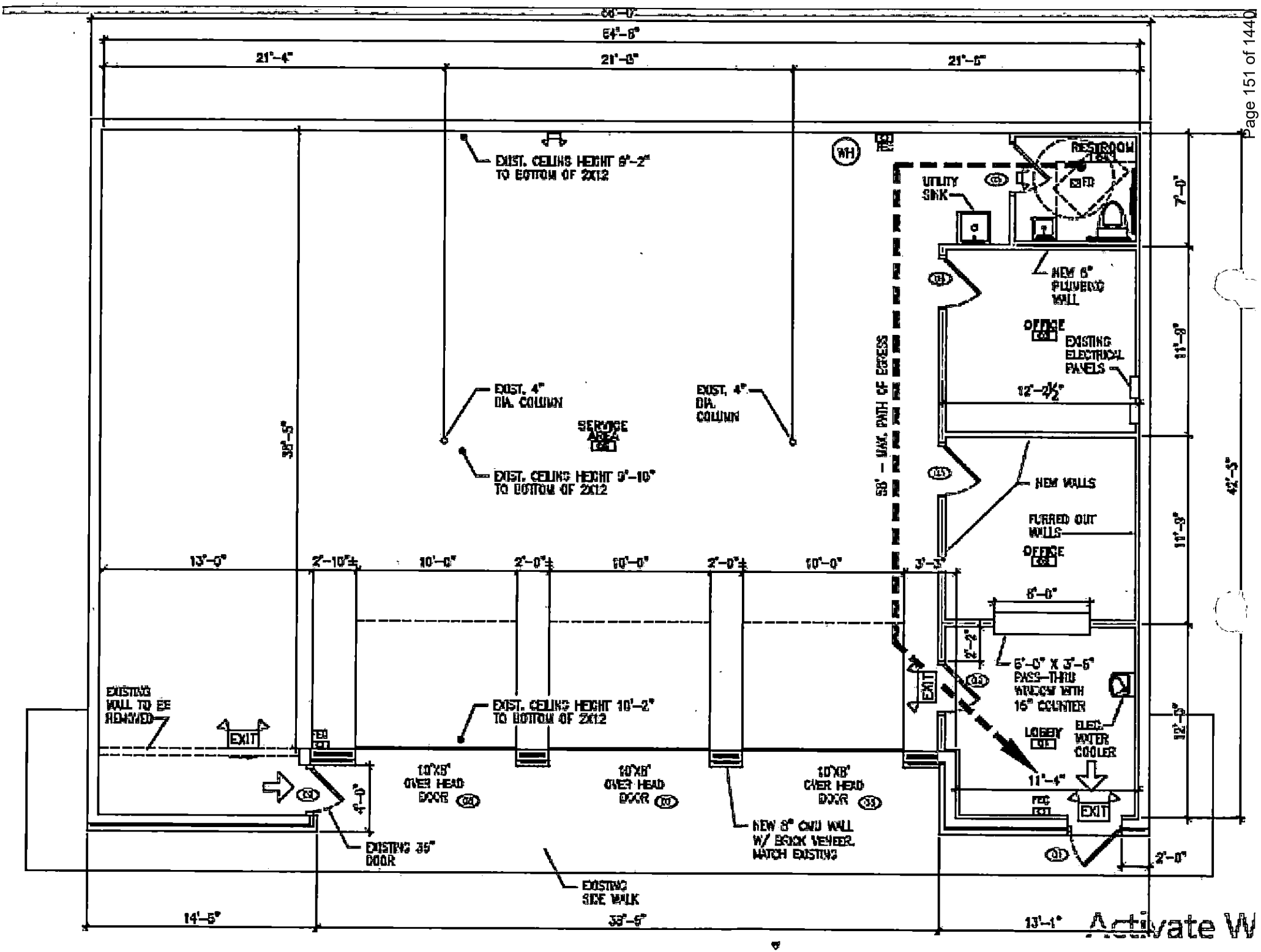
Build Mobile Planning & Zoning
PO Box 1827
Mobile AL 36633

36633-18272

Neighborhood Meeting Checklist:

- ✓ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.
- ✓ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.
- ✓ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.
- ✓ Neighborhood Meeting held.
- ✓ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:
  - ✓ Dated photograph(s) of the posted sign(s)
  - ✓ The verified address list of surrounding property owners to whom notification was provided
  - ✓ A copy of the notice advertising the Neighborhood Meeting
  - ✓ A sign-in sheet documenting meeting attendance
  - ✓ A written summary or minutes of the meeting
  - ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ✓ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.
- ✓ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.


MOFFET RD.
PROPERTY LINE 162'
PROPOSED DUMPSTER LOCATION
(9) PARKING SPOTS
EXISTING BUILDING
EXISTING PAVED AREA
PROPERTY LINE 162'
PROPERTY LINE 158'
12'-0"
12'-0"
12'-0"
9'-0" TYP.
20'-0" TYP.
PROPERTY LINE 162'
OVERLOOK RD.



64'-8"
21'-4"
21'-8"
21'-8"
EXIST. CEILING HEIGHT 9'-2" TO BOTTOM OF 2X12
EXIST. 4" DIA. COLUMN
SERVICE AREA
EXIST. 4" DIA. COLUMN
EXIST. CEILING HEIGHT 9'-10" TO BOTTOM OF 2X12
38'-5"
58' - MAX. PATH OF EGRESS
UTILITY SINK
RESTROOM
NEW 6" PLUMBING WALL
OFFICE
EXISTING ELECTRICAL PANELS
12'-2½"
NEW WALLS
FURRED OUT WALLS
OFFICE
7'-0"
11'-9"
11'-9"
12'-9"
42'-3"
13'-0"
2'-10"±
10'-0"
2'-0"±
10'-0"
2'-0"±
10'-0"
3'-3"
8'-0"
2'-2"
6'-0" X 3'-6" PASS-THRU WINDOW WITH 16" COUNTER
EXIT
LOBBY
ELEC. WATER COOLER
11'-4"
EXIT
EXISTING WALL TO BE REMOVED
EXIT
EXIST. CEILING HEIGHT 10'-2" TO BOTTOM OF 2X12
10'X8' OVER HEAD DOOR
10'X8' OVER HEAD DOOR
10'X8' OVER HEAD DOOR
4'-0"
EXISTING 36" DOOR
NEW 8" CMU WALL W/ BRICK VENEER. MATCH EXISTING
EXISTING SIDE WALK
2'-0"
14'-5"
38'-5"
13'-1"

Activate W

5101 Moffett Rd. Neighborhood Meeting, Rezoning B2 to B3

- The proposed project at 5101 Moffett Rd. is a small well maintained automotive sales and light service business. The goal is to obtain rezoning from B2 to B3 and to upgrade the repurpose the existing vacant property into a clean organized commercial use that fits the character of Moffett Rd. The business will operate ass a used car lot with limited onsite mechanical work such as basic car maintenance.

Neighborhood Meeting for 5101 Moffett Rd.

Rezoning B2 to B3

Dear Neighbor,

You are invited to attend a neighborhood meeting regarding the property located at 5101 Moffett Road, Mobile, AL 36618. We are requesting a rezoning of this property from B2 to B-3 to allow use as an automobile sales lot and service garage.

The meeting will be held on Tuesday, April 7, 2026

Time: **5:00 pm to 7:00 pm**

Location: **Right Way Christian Center Church**

4712 Moffett Rd, Mobile AL, 36618

The purpose of this meeting is to provide information about the proposed rezoning, answer questions and hear feedback from nearby property owners and residents before application goes to the Planning Commission.

We value your input and encourage you to attend. Please disregard previous mail received.

Sincerely,
George Harb
MYMS INC
[redacted]

Neighborhood Meeting Summary

Meeting Date: April 7, 2026

Meeting Time: 5:00 PM - 7:00 PM

Meeting Location: Right Way Christian Center Church 4712 Moffett Rd.

Below is a summary of the proposed project presented at the Neighborhood Meeting:

The Proposed Project at 501 Moffett Rd. is a small well maintained automotive sales and light service business. The goal is to obtain rezoning from B2 to B-3 and to upgrade and repurpose the existing vacant property into a clean organized commercial use that fits the character of Moffett Rd. The business will operate as a used car lot with limited on-site mechanical work such as basic car maintenance. No heavy work like body work will take place on the property.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Site plan: building elevations, car lot, drive aisles, access points

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

the neighborhood meeting was held on April 7, 2026 at scheduled time (starting 5:00 pm. at Right Way Christian Center Church. & the applicant was present for the and provided an overview of the proposed rezoning request and proposed use for 501 Moffett Rd.

Neighborhood Meeting Summary
Date: April 7, 2026
Applicant: Walid George Hasb MyllCo.
Meeting Location: Right Way Christian Center Church
Application:

(Meeting summary, continued)

The neighborhood meeting began at 6:00 PM and there was two attendees. I presented a summary of the proposed project and the goal of obtaining Rezoning from B2 to B3 and the repurposing of the property. The layout of the property was discussed, entrances and exits to the property, parking spots, the interior layout of the building etc. Questions and discussions were exchanged. Thank you.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 7:00 PM.

Applicant's signature attesting to the accuracy of this summary:

X _____ **Date:** April 8, 2026

Neighborhood Meeting

Date: April 7, 2026

Time: 5:00 PM - 7:00 PM

Location of Neighborhood Meeting: Right Way Christian Center Church 4712 Moffett Rd.

Project Location: 5101 Moffett Rd.

Project/Application (e.g. Rezoning from R-1 to B-1): Rezoning B-2 to B-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: April 7, 2026

Please Sign In:

Name: George Herb [redacted]

Name: Bonnie Britton [redacted]

Name: JOHN MITCHELL [redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: April 8, 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):

_____

_____

Neighborhood Meeting Date: April 7, 2026

Neighborhood Meeting Time: 6:00 PM - 7:00 PM

Neighborhood Meeting Location: Right Way Christian Center Church 4712 Moffett Rd.

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____)

Applicant's Name: Walid George Hanna
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: April 8, 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.

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

Coast Architects, Inc.

Daphne, Alabama

ARCHITECTURE • PLANNING • PROJECT MANAGEMENT

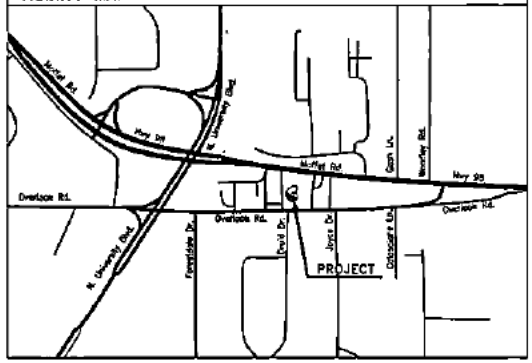
GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DETAILS AND DIMENSIONS. ANY DISCREPANCIES BETWEEN SUCH DETAILS AND DIMENSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION PROCEDURE AND SEQUENCE TO INSURE THE INTEGRITY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION.
4. THESE PLANS HAVE BEEN PREPARED PER REGULATIONS OF THE IRC, INTERNATIONAL BUILDING CODE. THE WORK OF ALL CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE AFOREMENTIONED CODE. NO DEVIATIONS FROM THE WORK SHOWN OR REASONABLY IMPLIED SHALL BE UNDERTAKEN WITHOUT THE ARCHITECT'S WRITTEN CONSENT. A COPY OF WHICH WILL BE FILED WITH THE CONSTRUCTION OFFICIAL.
5. ANY CHANGES TO OR DEVIATIONS FROM THESE DRAWINGS SHALL NOT BE MADE WITHOUT WRITTEN CONSENT FROM THE ARCHITECT AND OWNER.
6. THE OWNER AND OR THE CONTRACTOR SHALL HOLD HARMLESS THE ARCHITECT FROM AND AGAINST ALL LIABILITY CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING LEGAL FEES ARISING OUT OF OR RESULTING FROM ERRORS OR OMISSIONS AND FROM THE PERFORMANCE OF THE WORK BY THE CONTRACTOR. THE DRAWINGS SHOW THE GENERAL ARRANGEMENTS AND OUTLINE OF THE WORK. AS THE WORK PROGRESSES, THE OWNER AND THE CONTRACTOR AT NO EXTRA COSTS, SHALL MAKE MODIFICATIONS TO MAKE THE PARTS ALIGN.
7. ALL WORK AND MATERIAL SHALL MEET THE REQUIREMENTS OF LOCAL AND STATE CODES AND THE SPECS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS. CONTRACTORS SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS BEFORE PROCEEDING CONSTRUCTION. HE SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR CORRECTION PRIOR TO BEGINNING ANY WORK. THE DISCOVERY OF DISCREPANCIES AFTER THE BEGINNING OF WORK WILL BE EVIDENCE OF FAULTY WORK AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS GOVERN.
8. THE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE TOTAL PROJECT. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, MACHINERY, TRANSPORTATION, HEAT, WATER, UTILITIES AND ALL OTHER FACILITIES AND SERVICES REQUIRED FOR THE SAFE AND PROPER EXECUTION AND COMPLETION OF THE WORK.
9. THE ARCHITECT SHALL BE THE INTERPRETER OF THE CONTRACT DOCUMENTS. THE DOCUMENTS SHOW AN OVERVIEW OF THE WORKS REQUIRED UNDER THIS CONTRACT AND RELATED REQUIREMENTS AND CONDITIONS THAT WILL IMPACT THE PROJECT. ALL DRAWINGS ARE COMPLIMENTARY. THE DRAWINGS GENERALLY SHOW THE INTENT OF THE OVERALL COMPLEXITY AND CONCEPTS OF THE PROJECT, AND DO NOT NECESSARILY SHOW ALL DETAILS AND CONDITIONS.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEAN-UP AND SHALL INCLUDE THE SITE, AND THE BUILDING. THE ENTIRE PROJECT SHALL BE LEFT IN NEW, CLEAN CONDITION.
11. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL PERTINENT FEDERAL, STATE, AND LOCAL CODES AND ORDINANCES INCLUDING BUT NOT LIMITED TO:
    - 2021 INTERNATIONAL BUILDING CODE
    - 2021 INTERNATIONAL MECHANICAL CODE
    - ICC/ANSI A117.1, 2012 EDITION
    - 2015 INTERNATIONAL ENERGY CONSERVATION CODE
    - 2020 INTERNATIONAL PLUMBING CODE
    - 2021 INTERNATIONAL EXISTING BUILDING CODE
    - 2020 NATIONAL ELECTRICAL CODE
    - 2020 INTERNATIONAL FIRE CODE
    - NFPA 70
12. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL MANUFACTURER'S SPECIFICATIONS, GUIDELINES AND RECOMMENDATIONS.
13. PRIOR TO START OF WORK, GENERAL CONTRACTOR (G.C.) SHALL REVIEW THESE CONSTRUCTION DOCUMENTS AND THE PRINTED SCOPE OF WORK TO BE FURNISHED UNDER THE CONSTRUCTION CONTRACT WITH A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER. THE ARCHITECT DOES NOT REPRESENT THESE DOCUMENTS AS APPROVED BY THE OWNER. SCOPE OF WORK AVAILABLE FROM OWNERS REPRESENTATIVE.

OWNER INFORMATION

OWNER: -
ADDRESS:
PHONE: -
EMAIL: -

VICINITY MAP



DRAWING INDEX

- TITLE SHEET
BCS1 BUILDING CODE SUMMARY

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DECEMBER 1, 2025

City of Mobile - Permitting

Building Code Summary

For All Commercial Projects

Information to be copied and placed on drawings

General Information

ROADLINE MOTORS / GARAGE RENOVATION
Name of Project

5101 MOFFET RD., MOBILE ALABAMA
Address

MOTOR GARAGE
Proposed Use

Architects Letter of Supervision Provided? ○ Yes ○ No

Codes used in design (Check all that apply)

- ☒ 2021 International Building Code
- ☒ 2020 National Electrical Code
- ☒ 2021 International Existing Building Code
- ☒ 2021 International Mechanical Code
- ☒ 2021 International Fire Code
- ☒ 2021 International Plumbing Code
- ☒ 2015 International Energy Conservation Code
- ☒ 2021 International Fuel Gas Code

Construction Description

☐ Addition ☐ Alteration ☐ New Construction ☒ Renovation of Existing Building ☐ Tenant Build-Out ☐ Shell

Scope of Work – Building: RENOVATION TO EXISTING BUILDING
ADDING NEW INTERIOR WALLS, ROOMS, GARAGE DOORS

Scope of Work – Electrical: ELECTRICAL SERVICE IS EXISTING.

Scope of Work – Mechanical / Refrigeration: ADDITIONAL HVAC UNITS AT NEW ADDITION

Scope of Work – Plumbing: NEW RESTROOM. PLUMBING SERVICE & SYSTEM IS EXISTING.

Total Lot Area (sf) 24,750 **Gross Area of Building All floors (sf)** 2,831

Total Building Footprint (sf) _____ **Building Height:** 11'-1"
***To include all buildings on the site, including detached garages, storage sheds, etc.*

Number of Stories: 1 **Is there a basement?** ○ Yes ◉ No

Existing Buildings
The building will remain in operation during construction ◉ Yes ○ No
If yes, add provisions for rigid safety barriers and dust barriers to protect the public during construction in accordance with the applicable provisions of IBC Chapter 33. Yellow safety tape is not acceptable.

Provide Level of Alterations per IEBC ☒ 1 ☐ 2 ☐ 3

Renovations (Change of Occupancy)
Is the work in this building or space changing the occupancy type or use? ○ Yes ◉ No

Historic Buildings
Is this building a Historic Building? ○ Yes ◉ No

Construction Type ☐ IA ☐ IB ☐ IIA ☐ IIB ☐ IIIA ☐ IIIB ☐ IVA ☐ IVB ☐ IVC ☐ IVHT ☐ VA ☒ VB

Occupancy Classification

						Occupant Loads
☐	Assembly 303	☐ A-1	☒ A-2	☐ A-3	☐ A-4	☐ A-5	
☒	Business 304						19
☐	Education 305						
☐	Factory Industrial 306	☐ F-1	☐ F-2				
☐	High-Hazard 307	☐ H-1	☐ H-2	☐ H-3	☐ H-4	☐ H-5	
☐	Institutional 308	☐ I-1	☐ I-2	☐ I-3	☐ I-4	____Condition	
☐	Mercantile 309						
☐	Residential 310	☐ R-1	☐ R-2	☐ R-3	☐ R-4		
☐	Storage 311	☐ S-1	☐ S-2		☐ High-piled		
☐	Utility & Miscellaneous 312						
						TOTAL OCCUPANT LOAD	271

Building Element	Required Rating	UL No. *
Structural frame; columns, girders, trusses	N/A	
Bearing walls exterior		
Bearing walls interior		
Non-bearing walls & partitions exterior		
Non-bearing walls & partitions interior		
Floor construction; supporting beams and joists		
Roof construction; supporting beams and joists		

Sprinkler system? ☐ Yes ☒ No ☐ Partial
If "YES", provide Commercial Sprinkler Owners Information Certification: Click here to access the form.
Sprinkler type ☐ 13 ☐ 13R ☐ 13D
Standpipes? ☐ Yes ☐ No ☐ Wet ☐ Dry Class_____
Fire / Smoke Alarm? ○ Yes ○ No

Fire Rated Elements	Required Rating	Hourly Rating	UL No. *
Ceiling-Floors	N/A		
Beams	N/A		
Columns	N/A		
Ceiling-Roofs	N/A		
Shafts-Exit	N/A		
Shafts-Other	N/A		
Corridor separation	N/A		
Occupancy separation	N/A		
Party/Fire wall separation	N/A		
Smoke barrier separation	N/A		
Tenant separations	N/A		

** Or other approved agencies*

- All fire rated walls shall be identified on plans by hatching, shading, etc.; show legend.
- Identify code section when using any special exceptions, etc.
- Reproduce full UL, Or other approved agencies details or reproductions of rated assemblies/penetrations on the drawings.

Draft Stopping (IBC 718.3 & 718.4) Draft stopping in floor? ○ Yes ○ No Draft stopping in attic? ○ Yes ○ No

Accessibility (IBC 11) Does the design conforms to IBC Chapter 11 and ICC A117.1-2017? ◉ Yes ○ No
If no, explain below condition that will not allow building to be accessible:

Design Loads (City Ordinance 1609.3)
Ultimate Design Wind Speed (IBC 1609 or ASCE 7)
☐ Risk Cat. I-145MPH ☒ Risk Cat. II-159MPH ☐ Risk Cat. III-169MPH ☐ Risk Cat. IV-179MPH

Live Loads (IBC 1607) EXISTING
Roof _____PSF Attic _____PSF Floor _____PSF Mezzanine_____PSF

Wind-Borne Debris Region (IBC 1609)
This building will use impact resistant glass per (IBC 1609.2)? ◉ Yes ○ No
This building will use engineered shutters or other approved method? ○ Yes ○ No

Flood Requirements (IBC 1612) All projects located in a Special Flood Hazard Area shall comply with the City of Mobile Storm Water Management and Flood Control Ordinance. Does this project comply? ◉ Yes ○ No
If no, explain why:

Special Inspections and Tests (IBC 17)
I have reviewed the requirements of IBC Section 17, specifically 1705; the design incorporates the requirements and is reflected on the drawings and in the specifications. Below are the requirements to be included:

The Contractor has been notified of his responsibility under Section 1704. ◉ Yes ○ No

Safety Glazing for Hazardous (IBC 2406) I have identified on drawings where tempered glass is required in hazardous locations (2406.4) ◉ Yes ○ No

IPC TABLE 403.1 – TOTAL NUMBER OF REQUIRED FIXTURES

	OCCUPANCY	OCCUPANT LOAD	WATER CLOSETS				LAVATORIES		
			Ratio	Men	Ratio	Women	Ratio	Men	Women
Required	B	19	1/75	1	1/75	1	1/200	1	1
Total									

	DRINKING FOUNTAIN	SERVICE SINK	MISC	MISC
Required	1	1		
Total	1	1		

Fire Department Requirements: The design professional shall provide the following required fire protection elements for the building.

Required water supply _____ GPM @ _____ PSI
Method Used:
_____ The Insurance Service Office (ISO) Method _____ Iowa State University (ISU) Method,
_____ Illinois Institute of Technology (IIT) Method) _____ International Fire Code 2021 (IFC)

Key Boxes IFC 506: ◉ Yes ○ No
Locks: ○ Yes ○ No
***required for buildings with fire protection systems, gates, non-standard fire service access i.e., elevators*

Emergency Responder Communication Coverage IFC 510: ○ Yes ◉ No
***Signal strength survey required for structures over 50,000 SF, over three stories high, or those having a basement. This requirement may be requested for structures not meeting these parameters.*

Provide a Life Safety Plan (LSP) for all commercial projects: ◉ Yes ○ No
***At a minimum, the Life Safety Plan shall illustrate the use for all areas, occupant loads for all areas, exit locations, exit access, exit capacity, maximum travel distance, exit lights, emergency lights, fire extinguishers, fire rated assemblies, assembly area seating layout and exit discharge.*

Compliance Statement required for Fire Approval: ○ Yes ○ No N/A – EXISTING
***Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.*

Coast Architects, Inc.
ARCHITECTURE, PLANNING, PROJECT MANAGEMENT
6429 Jordan Road
Daphne, AL 36526
P: (251) 533-0117 F: (251) 533-0118

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

STATE OF ALABAMA LICENSED PROFESSIONAL ENGINEER 12/1/25

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Building Code Summary

REVISION:
NO. DATE:

SHEET:
BCS1



A AS1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

NOTES:
1. ALL SITE FEATURES AND CONDITIONS ARE EXISTING
2. ALL UTILITIES ARE EXISTING

Coast Architects, Inc.
[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Architectural Site Plan

REVISION:
NO DATE

SHEET:
AS1

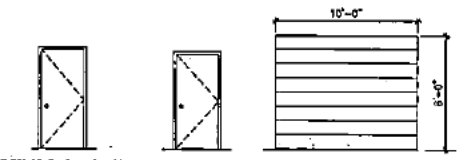
ROOM FINISH SCHEDULE

No.	Rm. Name	Floor	Base	Walls	Ceiling	Remarks
01	LOBBY	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
02	OFFICE	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
03	OFFICE	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
04	RESTROOM	CERAMIC TILE	CERAMIC TILE	PTD. GYP. BD.	PTD. GYP. BD.	
05	SERVICE AREA	-	-	PAINTED	EXPOSED	

DOOR SCHEDULE

HM = HOLLOW METAL FRAME
WHC = WOOD HOLLOW CORE DOOR
MTL = METAL DOOR

Number	Size W x H	Type	Door Material	Frame Material	Remarks
01	3'-0" x 7'-0"	1	MTL	HM	
02	3'-0" x 6'-8"	2	WHC	WOOD	
03	3'-0" x 6'-8"	2	WHC	WOOD	
04	3'-0" x 6'-8"	2	WHC	WOOD	
05	3'-0" x 6'-8"	2	WHC	WOOD	
06	10'-0" x 8'-0"	3	MTL	-	OVER HEAD GARAGE
07	10'-0" x 8'-0"	3	MTL	-	OVER HEAD GARAGE
08	10'-0" x 8'-0"	3	MTL	-	OVER HEAD GARAGE
09	3'-0" x 6'-8"	-	-	-	EXISTING

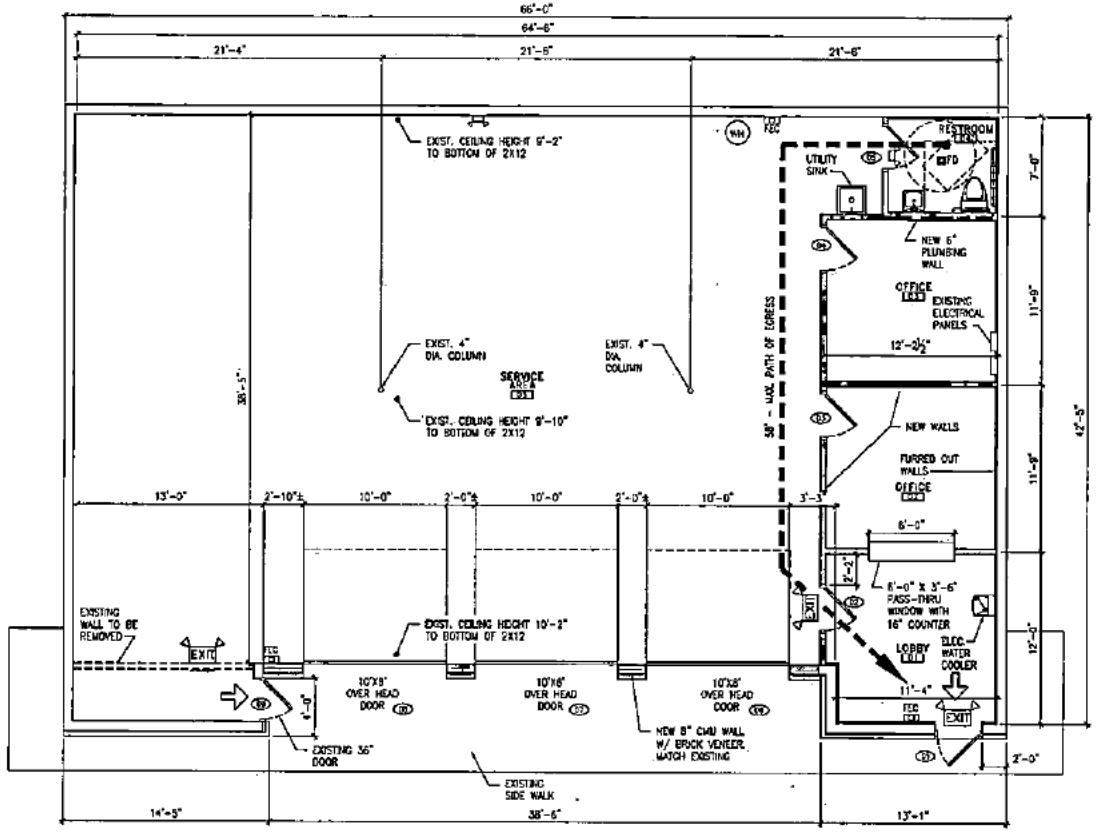


EXTERIOR FLUSH INSULATED METAL DOOR W/ HOLLOW METAL FRAME U-FACTOR 0.25 — DOOR TYPE 1

INTERIOR FLUSH HOLLOW CORE WOOD DOOR W/ WOOD FRAME — DOOR TYPE 2

FIRE FINISHED METAL OVER HEAD GARAGE DOOR U-FACTOR 0.25 — DOOR TYPE 3

8 / A1 DOOR TYPES
SCALE: 1/4" = 1'-0"



A / A1 FLOOR PLAN / LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"

TOTAL AREA = 2,831 S.F.

FD = FLOOR DRAIN

N

NOTE:
1. ALL NEW WALLS TO BE 2X4 @ 16" O.C. WITH ⅝" GYP. BD. ON EA. SIDE UNLESS NOTED OTHERWISE.
2. 1⅛" @ 16" O.C. FURRING STRIPS AND ⅝" GYP. BD. AT FURRED OUT CMU WALLS.
3. 8'-0" CEILING HT. AT OFFICES AND RESTROOM, 9'-0" CEILING HT. AT LOBBY, OPEN CEILING IN SERVICE AREA.
4. ALL NEW EXTERIOR DOORS AND WINDOWS TO BE RATED FOR 150 MPH WIND.

(STRUCTURAL ONLY)

FIRE PROTECTION LEGEND

- EXIT SIGN EMERGENCY LIGHT COMBO W/ BATTERY BACKUP
- EXIT SIGN W/ BATTERY BACKUP
- EMERGENCY LIGHT W/ BATTERY BACKUP
- EMERGENCY EGRESS LIGHT W/ BATTERY BACKUP
- PRIMARY BUILDING EXITS
- FEC (FIRE EXTINGUISHER CABINET) (MAXIMUM TRAVEL DISTANCE TO FIRE EXTINGUISHER = 75')

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

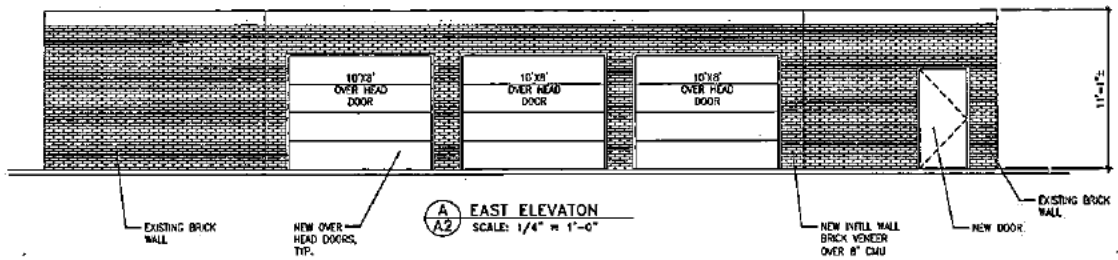
DATE: 12/1/25
DRAWN: JF
CHECKED: PND / JK
TITLE: Floor Plan / Life Safety Plan

REVISION:

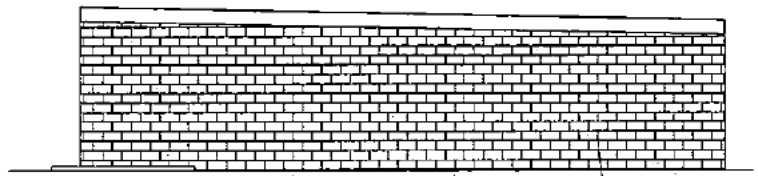
NO.	DATE:

SHEET:

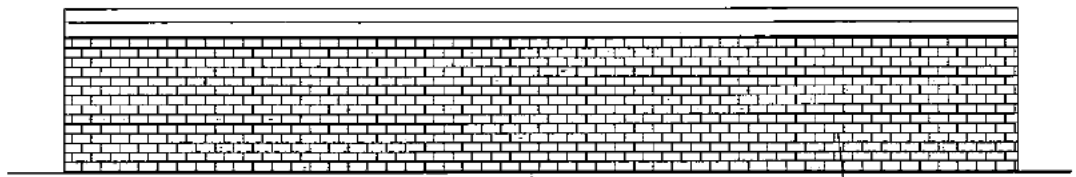
A1



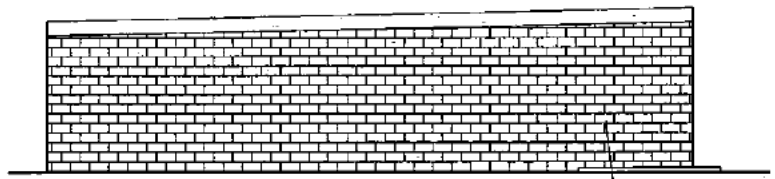
A/A2 EAST ELEVATON
SCALE: 1/4" = 1'-0"



B/A2 NORTH ELEVATON
SCALE: 1/4" = 1'-0"



C/A2 WEST ELEVATON
SCALE: 1/4" = 1'-0"



D/A2 SOUTH ELEVATON
SCALE: 1/4" = 1'-0"

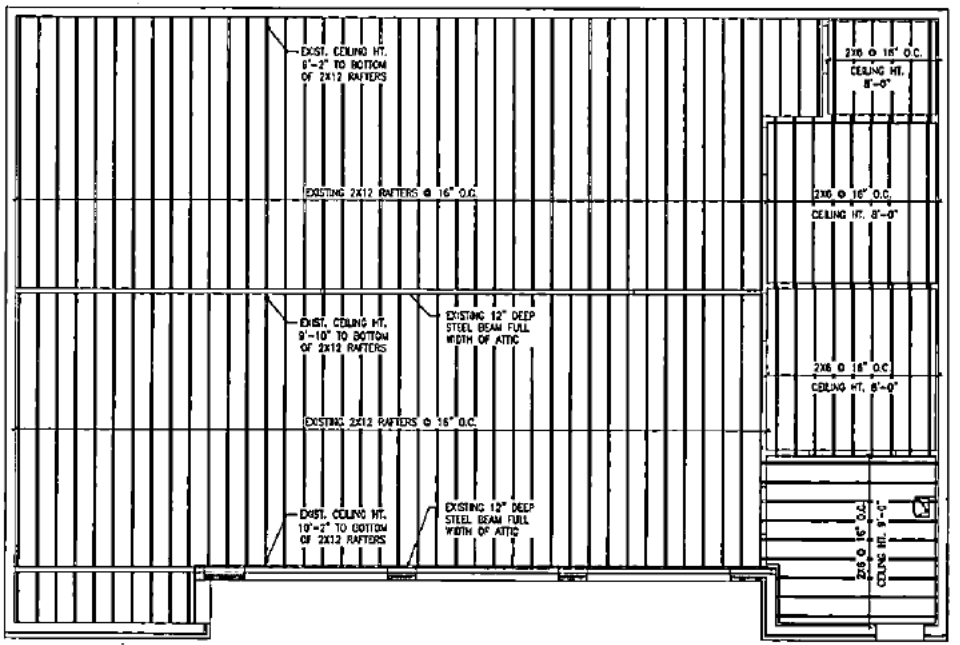
Coast Architects, Inc.

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Exterior Elevations

REVISIONS
NO. DATE

SHEET:
A2



A3 CEILING FRAMING PLAN
SCALE: 1/4" = 1'-0"

Coast Architects, Inc.

[redacted]

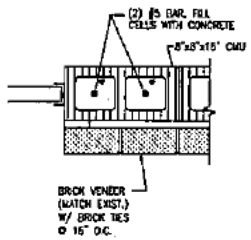
GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

(STRUCTURAL ONLY)

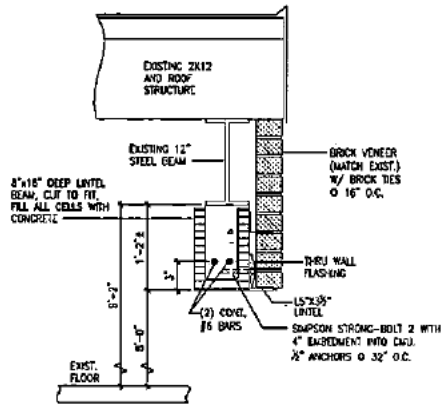
DATE: 12/1/25
DRAWN: JF
CHECKED: JK
TITLE: Ceiling Framing Plan

REVISION:
NO DATE:

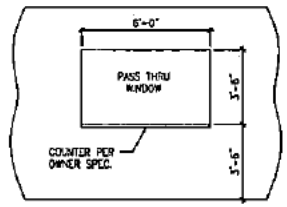
SHEET:
A3



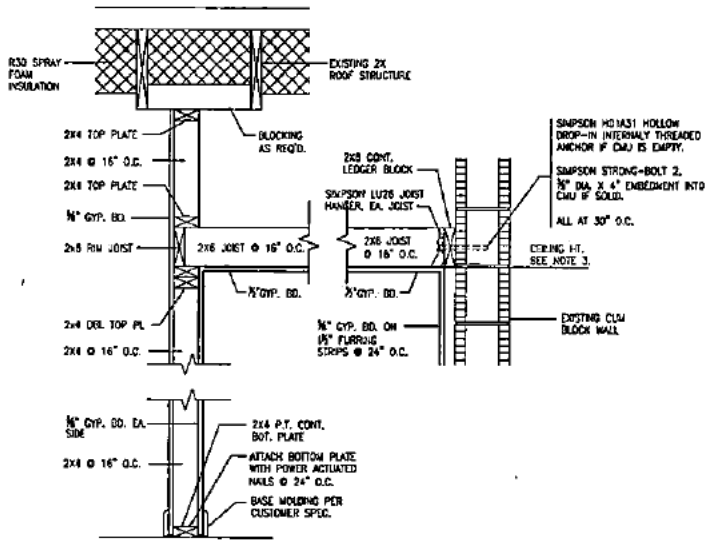
A/A4 TYP. GARAGE DOOR JAMB DETAIL
SCALE: 1 1/2" = 1'-0"



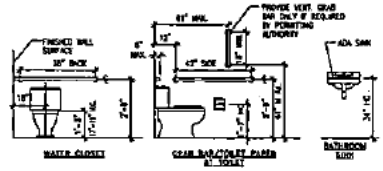
B/A4 TYP. GARAGE DOOR HEADER DETAIL
SCALE: 1 1/2" = 1'-0"



D/A4 PASS THRU WINDOW ELEVATION DETAIL
SCALE: 3/8" = 1'-0"



C/A4 TYP. INTERIOR WALL FRAMING DETAIL
SCALE: 1 1/2" = 1'-0"



E/A4 TYP. MOUNTING HEIGHTS AND CLEARANCES
SCALE: N.T.S.

RESTROOM SIGNAGE REQUIREMENTS:

SIGNAGE SHALL COMPLY W/ADA AND STATE HANDICAP REQUIREMENTS:

1. SIGNS SHALL INCLUDE THE FOLLOWING REQUIREMENTS.
   - A. RAISED AND BRAILLE CHARACTERS/PICTOGRAMS.
   - B. THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE OR OTHER NON-GLARE FINISH.
   - C. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND.
   - D. LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH TO HEIGHT RATIO BETWEEN 3:5 AND 3:5 AND STROKE WIDTH TO HEIGHT RATIO BETWEEN 1:5 AND 1:10.
   - E. SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR AND POSITIONED SUCH THAT A PERSON MAY STAND WITHIN 3'-0" OF THE DOOR AND NOT BE WITHIN THE SWING OF THE DOOR.
   - F. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISHED FLOOR TO THE CENTER OF THE SIGN.
   - G. MINIMUM SIZE OF SIGNS SHALL BE 6"x6".
2. PROVIDE SIGNS AT THE RESTROOM ENTRANCES.

(STRUCTURAL ONLY)

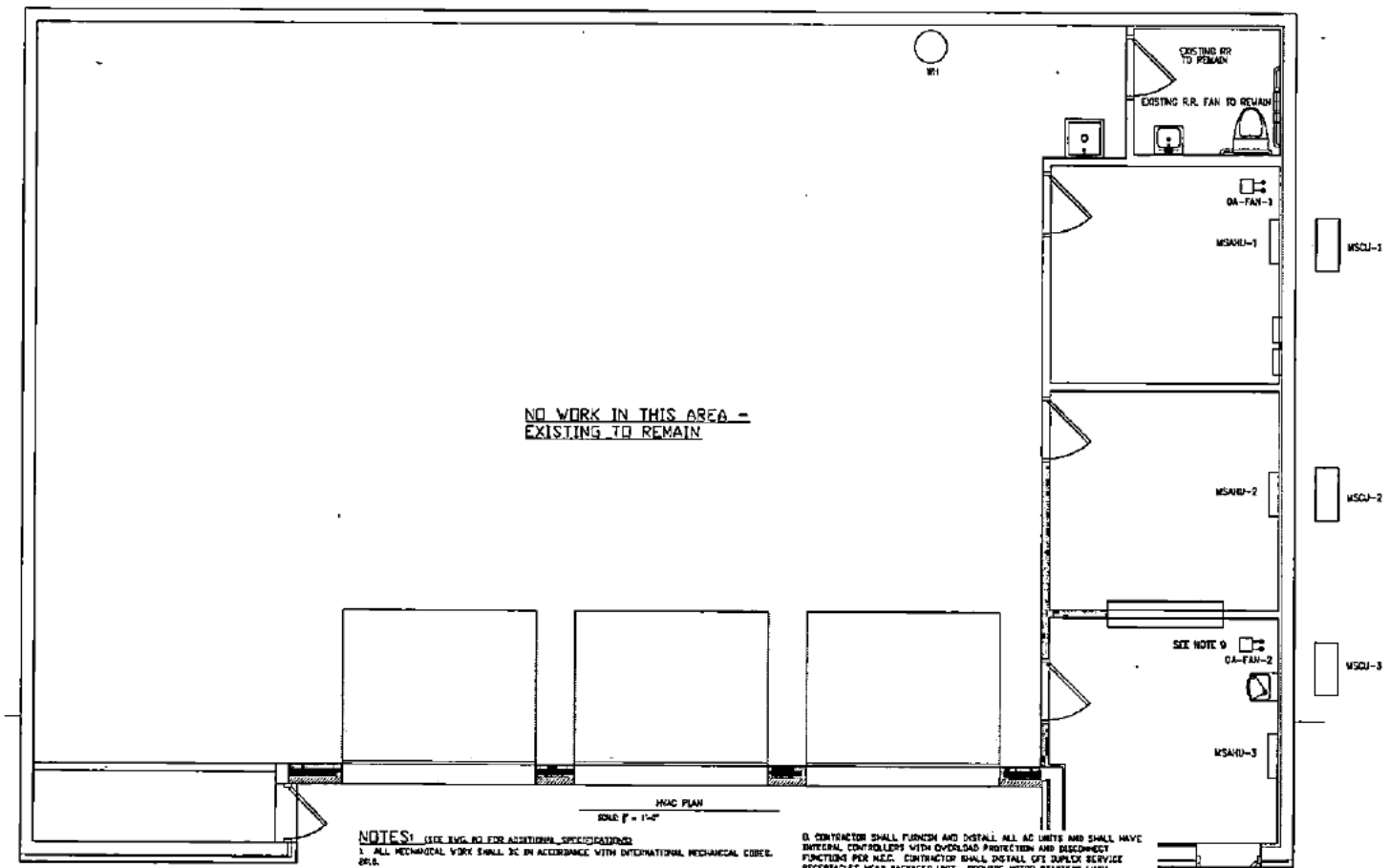
Coast Architects, Inc.

GARAGE RENOVATION
FOR
ROADLINE MOTORS
MOBILE, AL
5101 MOFFET RD.

DATE: 12/1/25
DRAWN: JF
CHECKED: PNG / JK
TITLE: Sections and Details

REVISION:
NO DATE

SHEET:
A4



HVAC PLAN

SCALE: 1" = 1'-0"

NOTES: (SEE ENG. NO FOR ADDITIONAL SPECIFICATIONS)

1. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH INTERNATIONAL MECHANICAL CODES, 2018.

2. AIR FLOW (SUPPLY & RETURN) ARE 1300 FPM & 800 FPM. FLOW RATE BASED ON 8 AIR CHANGES PER HOUR.

3. MAIN DUCTWORK TO BE GALVANIZED SHEET METAL PER SMACNA STANDARDS OR INSULATED DUCT BOARD TYPE. DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS. ALL DUCTWORK SHALL BE ROUTED ABOVE SUSPENDED CEILING OR ABOVE ROOF JOIST OR AS SHOWN AND AS DIRECTED BY ARCHITECT

4. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED PER SMACNA STANDARDS. DUCTWORK SHALL INCLUDE BALANCING DAMPER AT EACH SUPPLY AND TURNING VANES AS SHOWN AND @ 90° TURNS.

5. OUTSIDE AIR INTAKE TO BE ADJUSTED AS REQUIRED BY IMC 2018 SEE TABLE NO. ON AHU UNITS SHALL HAVE MANUAL DAMPERS TO ADJUST OUTSIDE AIR INTAKE. OUTSIDE AIR INTAKE SHALL NOT BE LOCATED WITHIN TEN FEET OF EXHAUST FAN DISCHARGE OR PLUMBING VENT.

6. ALL CONTROL WIRING AND INTERFACES WITH ANCILLARY EQUIPMENT BY CONTRACTOR. AIR CONDITIONERS SHALL BE CONTROLLED USING A SEVEN DAY LOCKABLE PROGRAMMABLE THERMOSTAT CONTROLLER.

7. SEE TABLE DWG NO FOR SYSTEM SCHEDULES. APPROVED MANUFACTURER'S ARE TRANE AND CARRIER. SUBMIT A VALUE ENGINEERED ANALYSIS FOR OTHERS MANUFACTURERS WITH BID FOR CONSIDERATION.

8. CONTRACTOR SHALL FURNISH AND INSTALL ALL AC UNITS AND SHALL HAVE INTERNAL CONTROLLERS WITH OVERLOAD PROTECTION AND DISCONNECT FUNCTIONS PER N.E.C. CONTRACTOR SHALL INSTALL GFI DUPLEX SERVICE RECEPTACLES NEAR PACKAGED UNIT. PROVIDE MOTOR STARTERS WITH OVERLOAD PROTECTION AND DISCONNECT FUNCTIONS FOR AIR HANDLERS.

9. PROVIDE GREENHECK SP-AP FANS IN ROOMS SHOWN OA-FAN. ROUTE TO ROOF OR SIDEWALL. PROVIDE GRAVITY BACKDRAFT DAMPER AND INSECT SCREEN RAIN CAPS. OA-FAN-1 SET AT 50 CFM. OA-FAN-2 SET AT 60 CFM. CONNECT EACH FAN TO LIGHT SWITCH IN ROOM. 208V/1 AMP

10. CONTRACTOR SHALL ROUTE CONDENSATE AND DRAIN LINES TO NEAREST HUB/FLOOR DRAIN, MOP SINK OR LANDSCAPED AREA. CONTRACTOR SHALL PROVIDE AND INSTALL A WATER GUARD PRIMARY DRAIN PAN WATER LEVEL MONITORING SYSTEM WITH VISUAL, LED ALARM IN LIEU OF AUXILIARY DRAIN PAN. CONTRACTOR SHALL SUPPLY CONDENSATE PUMP IF NO DIRECT CONDENSATE DRAIN PATH IS POSSIBLE.

11. PROVIDE LOCKING REFRIGERANT CAPS

12. PER 2018 IMC 304.10 EQUIPMENT AND APPLIANCES INSTALLED AT GRADE LEVEL SHALL BE SUPPORTED ON A LEVEL CONCRETE SLAB OR OTHER APPROVED MATERIAL EXTENDING NOT LESS THAN 3 INCHES (76 MM) ABOVE ADJOINING GRADE OR SHALL BE SUSPENDED NOT LESS THAN 6 INCHES (152 MM) ABOVE ADJOINING GRADE. SUCH SUPPORT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. PROVIDE BOLLARD PROTECTION IF AREA IS ABLE TO BE IMPACTED BY VEHICLES

Coast Architects, P.C.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

ALABAMA LICENSED
NO. 33183
PROFESSIONAL
ENGINEER

DATE: 11-8-25
DRAWN: MT
CHECKED: MT
TITLE: HVAC PLAN

REVISION:
NO. DATE:

SHEET:
M1

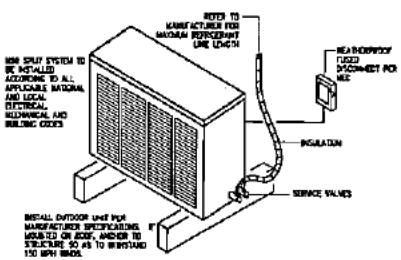
ASHRAE 62.1						
SYSTEM	FLOOR AREA (SQFT)	OCCUPANT LOAD PERSONS 5/1000ft^2	NUMBER OF PEOPLE*	OUTDOOR AIR RATE CFM PER PERSON	AREA OUTDOOR AIR RATE CFM PER SQ FT.	TOTAL REQUIRED OUTDOOR AIR RATE CFM.
** MSAHU-1	153	5	1	5	.06	20
** MSAHU-2	139	5	1	5	.06	20
** MSAHU-3	127	5	4	5	.06	20

* – ACTUAL NUMBER OF PEOPLE ** – OA HANDLED VIA OA-FAN

MINI SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE									
UNIT NUMBER	MANUFACTURER MODEL NUMBER	COOLING CAPACITY TOTAL (BTUH)	AIR QUANTITY CFM	ELECTRICAL DATA VOLTS	PHASE	HERTZ	ELECTRICAL CHARACTERISTICS* INDOOR UNIT MCA	OUTDOOR UNIT MCA	ELECTRIC HEAT KW
MSAHU-1	MITSUBISHI WALL MOUNT	12,000	400	240	1	50	1	25	0
MSAHU-2	MITSUBISHI WALL MOUNT	12,000	400	240	1	50	1	25	0
MSAHU-3	MITSUBISHI WALL MOUNT	12,000	400	240	1	60	1	25	0

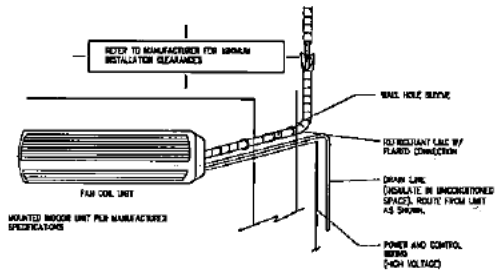
*ONE POINT POWER SOURCE

MINI SPLIT HEAT PUMP UNIT SCHEDULE					
UNIT NUMBER	MANUFACTURER MODEL NUMBER	NOMINAL CAPACITY	ELECTRICAL DATA VOLTS	PHASE	HERTZ
MSCU-1	MITSUBISHI	1 TONS	240	1	60
MSCU-2	MITSUBISHI	1 TONS	240	1	60
MSCU-3	MITSUBISHI	1 TONS	240	1	60



MINI SPLIT CONDENSING UNIT DETAIL

NOT TO SCALE



INDOOR UNIT (MSAHU) DETAIL

NOT TO SCALE

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE: 11-5-25
DRAWN: WT
CHECKED: WT
TITLE: HVAC DETAILS

REVISION:
NO. DATE:

SHEET:

M2

HEATING, VENTILATION, AND AIR CONDITIONING

PART 1 GENERAL

SPECIFICATIONS

1.1 SCOPE OF WORK

A. THE WORK INCLUDES ALL LABOR, MATERIALS AND MECHANICAL EQUIPMENT AS SPECIFIED HEREIN AND/OR AS NECESSARY TO PROVIDE A COMPLETE AND SATISFACTORY INSTALLATION AS SHOWN ON THE DRAWINGS.

B. THE WORK CONSISTS OF FURNISHING AND INSTALLING A COMPLETE MECHANICAL SYSTEM AS INDICATED ON THE DRAWINGS AND AS HEREIN SPECIFIED.

C. THE CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE WORK. NO ALLOWANCE WILL BE MADE FOR ANY EXTRA EXPENSE TO WHICH THE CONTRACTOR MAY BE PUT BECAUSE OF HIS FAILURE TO COMPLY WITH THIS REQUIREMENT.

D. THE CONTRACTOR SHALL COORDINATE THE WORK UNDER THIS SECTION WITH THE WORK OF ALL OTHER TRADES AND SHALL PROVIDE ALL OFFSETS, TRANSITIONS, ETC. AS REQUIRED FOR A COMPLETE AND SATISFACTORY INSTALLATION.

E. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND INSPECTIONS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION OVER THE WORK.

F. THE CONTRACTOR SHALL GUARANTEE THE ENTIRE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER. DURING THIS PERIOD, ANY DEFECTIVE EQUIPMENT OR WORK SHALL BE REPAIRED OR REPLACED AT NO EXPENSE TO THE OWNER.

G. THE CONTRACTOR SHALL FURNISH TO THE OWNER, UPON COMPLETION OF THE WORK, THREE COPIES OF OPERATING AND MAINTENANCE INSTRUCTIONS COVERING ALL EQUIPMENT INSTALLED UNDER THIS CONTRACT.

H. THE CONTRACTOR SHALL INSTRUCT THE OWNER'S REPRESENTATIVE IN THE PROPER OPERATION AND MAINTENANCE OF ALL EQUIPMENT INSTALLED UNDER THIS CONTRACT.

I. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS-BUILT DRAWINGS AT THE COMPLETION OF THE PROJECT.

J. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORTS, HANGERS, ETC. FOR ALL EQUIPMENT AND PIPING.

K. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

L. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE CLEARANCE FOR SERVICING AND REMOVAL.

M. ALL EQUIPMENT SHALL BE PROVIDED WITH ACCESS PANELS AS REQUIRED.

N. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE ELECTRICAL SERVICE AS INDICATED ON THE DRAWINGS.

O. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE CONDENSATE DRAINAGE AS INDICATED ON THE DRAWINGS.

P. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE SAFETY DEVICES AS REQUIRED BY LOCAL CODES.

Q. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE VIBRATION ISOLATION AS REQUIRED.

R. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE SOUND ATTENUATION AS REQUIRED.

S. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE FILTRATION AS REQUIRED.

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VVVVVVVVVV. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE VENTILATION AS REQUIRED.

WWWWWWWWWW. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE HEATING AS REQUIRED.

XXXXXXXXXX. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE COOLING AS REQUIRED.

YYYYYYYYYY. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE FILTRATION AS REQUIRED.

ZZZZZZZZZZ. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE HUMIDIFICATION AS REQUIRED.

AAAAAAAAAAA. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE DEHUMIDIFICATION AS REQUIRED.

BBBBBBBBBBB. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE VENTILATION AS REQUIRED.

CCCCCCCCCCC. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE HEATING AS REQUIRED.

DDDDDDDDDDD. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE COOLING AS REQUIRED.

EEEEEEEEEEE. ALL EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE FILTRATION AS REQUIRED.

FFFFFFFFFFF. ALL EQUIPMENT SHAL

1. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A PROPOSAL.
2. ELECTRICAL CONTRACTOR MUST SUBMIT AN ELECTRONIC COPY OF COMPLETE SHOP DRAWINGS AND PRODUCT SPECIFICATIONS FOR ENGINEER REVIEW.
3. ANY ELECTRICAL ITEMS PURCHASED WITHOUT BEING SUBMITTED AND APPROVED, WILL BECOME THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR, REGARDLESS OF SCHEDULES ON DRAWINGS. NO LIGHTING FOR THIS PROJECT SHALL BE PURCHASED WITHOUT THE ELECTRICAL CONTRACTOR SUBMITTING THROUGH THE APPROVAL PROCESS ALL NECESSARY SPECIFICATIONS OR EXACTLY WHAT IS TO BE PURCHASED, AND OBTAINS WRITTEN PERMISSION TO BUY THESE FIXTURES FROM THE ARCHITECT, OWNER AND ENGINEER OF RECORD.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE NATIONAL ELECTRIC CODE BEING ENFORCED BY LOCAL JURISDICTION.
5. CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS, INSPECTION AND CONNECTION FEES.
6. CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION FOR AND INCIDENTAL TO THE COMPLETION OF A FULLY FUNCTIONAL, SAFE AND COMPLETE ELECTRICAL SYSTEM.
7. CONTRACTOR TO TEST SYSTEM THOROUGHLY IN THE PRESENCE OF OWNER AND ENGINEER IT FREE FROM DEFECTS. CONTRACTOR TO PROVIDE OWNER WITH A ONE YEAR WARRANTY AFTER ACCEPTANCE.
8. PROPERLY SEAL ALL WALL AND FLOOR PENETRATIONS WITH FIRE RATED MATERIAL TO SEAL WALL AND FLOOR PENETRATIONS IN FIRE RATED CONSTRUCTION AREAS.
9. PROVIDE TYPE WRITTEN PANEL DIRECTORIES AND LABEL ALL J.B.& CONDUITS ABOVE CEILING WITH CIRCUIT NUMBERS(S) WITH BLACK 1/2" LETTERS "CKT # & VOLTAGE".
10. ALL BRANCH CIRCUIT WIRING SHALL BE COPPER AND TYPE NM AS ALLOWED BY CODE. SEPARATE CONDUCTORS SHALL BE TYPE XHHW-2 FROM TRANSFORMER TO MAIN BREAKERS TO WIRE THROUGH FEEDER CONDUCTORS BETWEEN UNIT MAINS AND INTERNAL PANEL SHALL BE TYPE SE AS ALLOWED BY THE 2020 NATIONAL ELECTRICAL CODE AND LOCAL JURISDICTION.
11. ALL ELECTRICAL PANELS SHALL HAVE TIN COATED COPPER OR ALUMINUM BUS.
12. BEFORE PROJECT BEGINS CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY TO DETERMINE METHODS AND MATERIALS REQUIRED FOR LOCAL ELECTRICAL UTILITY TO PROVIDE POWER TO THIS FACILITY.
13. ALL LIGHT FIXTURES SHALL BE SUPPORTED AND BE SUITABLE FOR ITS LOCATION AS APPROVED BY NEC AND LOCAL JURISDICTION HAVING AUTHORITY.
14. ELECTRICAL WORK SHALL BE COORDINATED WITH ALL OTHER TRADES.
15. ALL SWITCHES AND RECEPTACLES SHALL BE 15 OR 20 AMP, RESIDENTIAL GRADE WITH DEVICES IN A COLOR CHOSEN BY ARCHITECT. PROVIDE A NEUTRAL AS REQUIRED FOR DIMMING AND OTHER LED-TRIAC CONTROLS.
16. CONCEAL ALL CONDUITS AND BOXES UNLESS OTHERWISE NOTED.
17. PROVIDE AND MAINTAIN TEMPORARY POWER AND LIGHTING SYSTEM FOR DURATION OF PROJECT.
18. EMT FITTINGS IF USED SHALL BE DIE CAST SET SCREW.
19. MAKE FINAL CONNECTIONS TO MECHANICAL EQUIPMENT WITH APPROVED CONNECTORS, FLEXIBLE AND RIGID CONNECTORS PER EQUIPMENT LIST. USE LIQUID TIGHT WHERE EXPOSED TO WEATHER AND NOT MORE THAN 6 FOOT RUNS.
20. PROVIDE GFI TYPE RECEPTACLES/CIRCUITS WHERE REQUIRED BY CODE PLUS THOSE SHOWN ON DWGS.
21. FOR EACH UNIT PROVIDE INTERCONNECTED SMOKE DETECTORS. THE SINGLE CARBON MONOXIDE DETECTOR CAN BE A SMOKE/CM COMBO OR STAND ALONE.
22. ALL BRANCH CIRCUITS SHALL HAVE A PROPERLY SIZED EQUIPMENT GROUNDING CONDUCTOR RUN WITH UNGROUNDED CONDUCTORS.
23. PROVIDE ALL NECESSARY PULL/JUNCTION BOXES, SUPPORTS AND MISC. ITEMS NECESSARY FOR A COMPLETE, MAINTAINABLE AND SAFE ELECTRICAL SYSTEM.
24. ELECTRICAL CONTRACTOR SHALL VERIFY HVAC AND PLUMBING EQUIPMENT'S ELECTRICAL REQUIREMENTS WITH MECHANICAL PLANS BEFORE ROUGH-IN OCCURS. PROVIDE NOTICE TO E.E. IF UNITS DON'T MATCH BID DOCUMENTS. INSTALL DISCONNECTS AS REQUIRED BY CODE, NEMA 3R OUTDOORS, NEMA 1 INDOORS.
25. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL LIGHT FIXTURES, OUTDOOR SIGNAGE, EXIT TYPES, QUANTITIES AND OTHER LIGHTING REQUIREMENTS WITH THE OWNER, ARCHITECT AND ENGINEER OF RECORD. SEE NOTE 2 ABOVE.
26. ELECTRICAL CONTRACTOR SHALL PROVIDE A GROUNDING SYSTEM PER SECTION 250 OF THE NATIONAL ELECTRICAL CODE AND SUPPLEMENTED AS REQUIRED BY LOCAL JURISDICTION. SEE RISER FOR MORE DETAILS AND NOTES.
27. ELECTRICAL CONTRACTOR SHALL PROVIDE A 20 AMP, GFCI, WEATHERPROOF RECEPTACLE (ON THE ROOF OR OUTSIDE) within 25 FEET OF ALL HVAC EQUIPMENT.
28. COORDINATE WITH OWNER AND EQUIPMENT MANUFACTURERS FOR EXACT POWER AND CONNECTION REQUIREMENTS FOR ALL KITCHEN EQUIPMENT AND ANY OTHER SPECIAL EQUIPMENT PURCHASED BY OWNER OR REQUIRED FOR THIS PROJECT.
29. EMERGENCY AND EXIT LIGHTS SHALL NOT BE SWITCHED. CONNECT TO THE CLOSEST LIGHTING CIRCUIT, UNLESS NOTED OTHERWISE.
30. ALL 120V BRANCH CIRCUITS SHALL HAVE A DEDICATED NEUTRAL (L2) CONDUCTOR PER BRANCH CIRCUIT.
31. SECURITY SYSTEM PROVIDED BY OTHERS.
32. ALL WORK SHALL BE ACCEPTABLE TO THE ENGINEER, OWNER AND ARCHITECT.
33. OBTAIN MOUNTING HEIGHTS FROM ARCHITECT FOR ALL WALL MOUNTED ITEMS BEFORE ROUGH IN.
34. CONTRACTOR SHALL PROVIDE A 3" X 4" LEGEND PLATE WITH 1/2" BLACK LETTERS ON RED BACKGROUND AND AFFIX TO ALL BREAKER PANELS. EXAMPLE: LEGEND PLATE SHALL READ "FED FROM "NAME/WHERE UPSTREAM PANEL IS" TRANSFORMER #5".
35. COMMUNICATION SYSTEM PROVIDED BY OTHERS.
36. SHOP EQUIPMENT LOCATED, POWERED AND CONTROLLED BY OWNER.

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
	LIGHTING AND APPLIANCE PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.
A – XX	BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL, ABOVE CEILING OR IN SLAB, WHERE NECESSARY, ARROWS INDICATE CIRCUIT HOMERUNS, HASHMARKS, IF PRESENT, INDICATE NUMBER OF CONDUCTORS, NEUTRAL AND/OR SWITCH LEG CONDUCTORS. "A" DENOTES PANEL BOARDS SERVING CIRCUITS, XX CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #14 AWG. CONTRACTOR TO ENABLE CONDUITS IN SLABS. SEE DETAIL SHEETS FOR TYPICAL 3 AND 4 WAY SWITCHING AND REQUIRED CONDUCTORS.
	DISCONNECT (SAFETY) SWITCH = SIZE AND TYPE AS NOTED. TOP OF SWITCH 6'-0" A.F.F. MAX UNLESS NOTED OTHERWISE. COORDINATE WITH MECHANICAL AND PLUMBING CONTRACTORS.
$ or $3	20A, 120/277 VAC SINGLE POLE TOGGLE SWITCH = FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. "3" INDICATES (3) WAY SWITCH.
$D	DIMMER SWITCH = 120/277V, SLIDE STYLE, 1000W, FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. AS BASIS FOR DESIGN USE LEVITON ANYMT-7DW.
Sc	CEILING FAN SWITCH = 150W, SAME, MULTI FAN SPEED CONTROL, SWITCH WITH (5) SPEEDS.
A – XX	RANGE OUTLET = 250 VAC 3P., 4W. 50A, GROUNDING TYPE RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 6" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. NEMA 14-50.
GFNP XX A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. "GF" INDICATES GROUND FAULT CIRCUIT INTERRUPTING TYPE. "WP" INDICATES WEATHER PROOF COVER. "IG" INDICATES ISOLATED GROUND TYPE RECEPTACLE.
A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE RECTANGULAR RECESSED FLOOR MOUNT. USE RUSSELL DS2FC4 WITH BRASS COVER. USE ON-GRADE BARRIER WHERE NECESSARY.
A – XX	TWO (2) 20A, 125 VAC 2P., 3W., GROUNDING TYPE, DUPLEX RECEPTACLES. FLUSH WALL MOUNTED IN 2-GANG BOX 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	JUNCTION BOX, MINIMUM SIZE 4" SQUARE X 2-1/8" DEEP WITH COVER PLATE. FLUSH WALL MOUNTED 18" A.F.F. OR ABOVE CEILING AS REQUIRED
	SINGLE MODULAR TELEPHONE (RJ11) OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. RUN A 3/4" CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. PROVIDE A CAT5 CABLE FROM BOX BACK TO ROOM WITH TELEPHONE BACKBOARD. LABEL EACH CABLE ON BOTH ENDS.
	ONE DATA OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. RUN A 3/4" CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. RUN CAT 6 ETHERNET CABLE BACK TO COMMS BACKBOARD.
TV	PROVIDE AN ARLINGTON 2000 TV BOX #TVBR2W. DEVICE MOUNTED 60" A.F.F. UNLESS NOTED OTHERWISE. RUN A 1-1/2" EMT CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. PROVIDE PLATES FOR DUPLEX RECEPTACLE, ETHERNET RJ45 JACK AND COAX. RUN RG-6/U COAX CABLE TO TV OUTLET FROM COMMS BACKBOARD.
A – XX	SPECIAL PURPOSE OUTLET, FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	DRYER OUTLET – 208Y 3P., 4W. 30A, GROUNDING TYPE RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	20A, 125 VAC 2P., 3W., GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED MOUNTED ABOVE COUNTERTOP. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. "GF" INDICATES GROUND FAULT CIRCUIT INTERRUPTING TYPE.
	20A, 125 VAC 2P., 3W., GROUNDING TYPE, DUPLEX RECEPTACLE AND VOICE & DATA DROP. PROVIDE (2) 3/4" CONDUITS PER BOX AND (2) 1" FOR THOSE SERVING PROJECTORS. RUN TO NEAREST WALL. USE A 6" FIRE-RATED IRONE THROUGH, RECESSED FLOOR WITH RECESSED COVER. SUB PLATES AND ACCESSORIES, COLOR BY OWNER. USE HUBBELL OR EQUAL.
	ELECTRIC MOTOR OR EXHAUST FAN – SEE RESPECTIVE EQUIPMENT SCHEDULE.
	CEILING MOUNTED SMOKE DETECTOR CONNECTED IN SERIES
S/CM	CEILING MOUNTED DUAL SMOKE AND CARBON MONOXIDE DETECTOR CONNECTED IN SERIES.

LIGHTING FIXTURE SCHEDULE

SYMBOL	LABEL	DESCRIPTION	LAMP	MOUNTING
	F	LITHONIA LIGHTING 4 FOOT LED SURFACE MOUNT WITH DIFFUSER	40W LED	CEILING/PENDANT
	H	LITHONIA LIGHTING 4 FOOT LED SURFACE MOUNT WITH DIFFUSER	32W LED	CEILING
	WP	ACUITY WST LED 2 16A700/840K SR3 WHOLT MOUNTING PER COLOR	47W LED	WALL
	EC	LITHONIA APPLIED DELUXE WHOLT LED SURFACE MOUNT	23W LED	WALL
	EXM	LITHONIA EMERGENCY LED WITH BATTERY BACKUP	LED	WALL/CEILING
	EM	LITHONIA EMERGENCY LED WITH BATTERY BACKUP	LED	WALL/CEILING
	EX	LITHONIA EXIT LED WITH BATTERY BACKUP	LED	WALL/CEILING

NOTES:
1. MANUFACTURERS TO BE CONSIDERED AS EQUAL MUST SUBMIT TO ARCHITECT/ENGINEER 10 DAYS PRIOR TO BID FOR APPROVAL.
2. ALL LIGHTS MUST BE APPROVED BY OWNER, ARCHITECT AND ENGINEER BEFORE PROCUREMENT AND INSTALLATION.
3. FIXTURES WITH AN "E" DESIGNATION "L.E. "LE" SHALL HAVE AN INTEGRAL NICD BUNKER BATTERY PACK OR AS NOTED IN PART NUMBER.
4. ELECTRICAL CONTRACTOR TO PROVIDE MOUNTING HARDWARE AND CONNECTORS AS NECESSARY.

TYPICAL OCCUPANCY SENSOR LIGHTING SWITCH SCHEDULE

SYMBOL	DESCRIPTION
	OCCUPANCY SENSOR – PIR & US (Multi-technology) WALL SWITCH, 120/277 VAC, 50/60 HZ, 1-POLE, 180 DEGREE, LED ADJUSTABLE TIME ADJUSTMENT 30 SEC – 30 MIN, USE Acuity WSX-PDB-U-Color
	OCCUPANCY SENSOR – PIR & US (Multi-technology) WALL SWITCH, 120/277 VAC, 50/60 HZ, 3-POLE, 180 DEGREE, SELF ADJUSTING TIME ADJUSTMENT 30 SEC – 30 MIN, USE Acuity
	OCCUPANCY SENSOR – DIGITAL PROGRAMMABLE WALL SWITCH, 120/277 VAC, 50/60 HZ, 1-POLE, TIME ADJUSTMENT 30 SEC – 30 MIN, USE Acuity PTS 60 Color
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, AREA (500 SQ.FT)120/277v, 800/1200v, 2 POLE, STANDARD LENS. USE Acuity CUB PDT 8
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, AREA (2000 SQFT) 120/277v, 800/1200v, 2 POLE, EXTENDED LENS. USE Acuity CUB PDT 16
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, 40FT WIDE VIEW, 120VAC, 2 POLE, STANDARD LENS. USE Acuity WVR PDT 15 3P COLOR

NOTES:
1. REFER TO MANUFACTURERS GUIDELINES FOR PROPER MOUNTING, APPROPRIATE ACCESSORIES, POWER PACKS, AND QUANTITIES FOR COMPLETE CONTROL OF EVERY ROOM.
2. NOT ALL SYMBOLS IN TWO LEGENDS ARE USED ON ALL PLANS.
3. "–COLOR" = COLOR TO BE CHOSEN BY ARCHITECT.

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/28/25
DRAWN: MDM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE
0 - 11-28-25 FOR PERMIT

SHEET:
E101
ELECTRICAL GENERAL NOTES AND LEGENDS

LIGHTING NOTES

1. ELECTRICAL CONTRACTOR TO FURNISH ALL LIGHT FIXTURES, FANS, CONDUIT, WIRING, SWITCHES, RECEPTACLES, CONTROLS, BREAKERS, ETC. FOR A COMPLETE LIGHTING SYSTEM. ELECTRICAL CONTRACTOR TO COORDINATE THE QUANTITY, TYPE AND PLACEMENT WITH THE OWNER AND ARCHITECT.
2. DRAWINGS ARE INTENDED TO ILLUSTRATE THE ELECTRICAL CONTINUITY BETWEEN ELECTRICAL HARDWARE (FIXTURES, SWITCHES, ETC.). THEY ARE NOT INTENDED TO DEMONSTRATE TO THE ELECTRICAL CONTRACTOR HOW TO RUN CONDUIT, QTY OF CONDUITS AND CONDUCTORS. ELECTRICAL CONTRACTOR TO MINIMIZE THE AMOUNT OF CONDUIT RUNS IN THE SLAB. COORDINATE WITH OTHER TRADES TO USE CHASES, FURR DOWNS, WALLS AND ABOVE CEILING WHERE POSSIBLE.
3. ALL OUTLET DEVICES, i.e. RECEPTACLES, PHONE & VIDEO JACKS, SWITCHES, ETC. SHALL HAVE FACEPLATES IN A COLOR CHOSEN BY THE ARCHITECT AND OWNER.
4. ALL EMERGENCY LIGHTS AND EXIT SIGNS SHALL NOT BE SWITCHED.

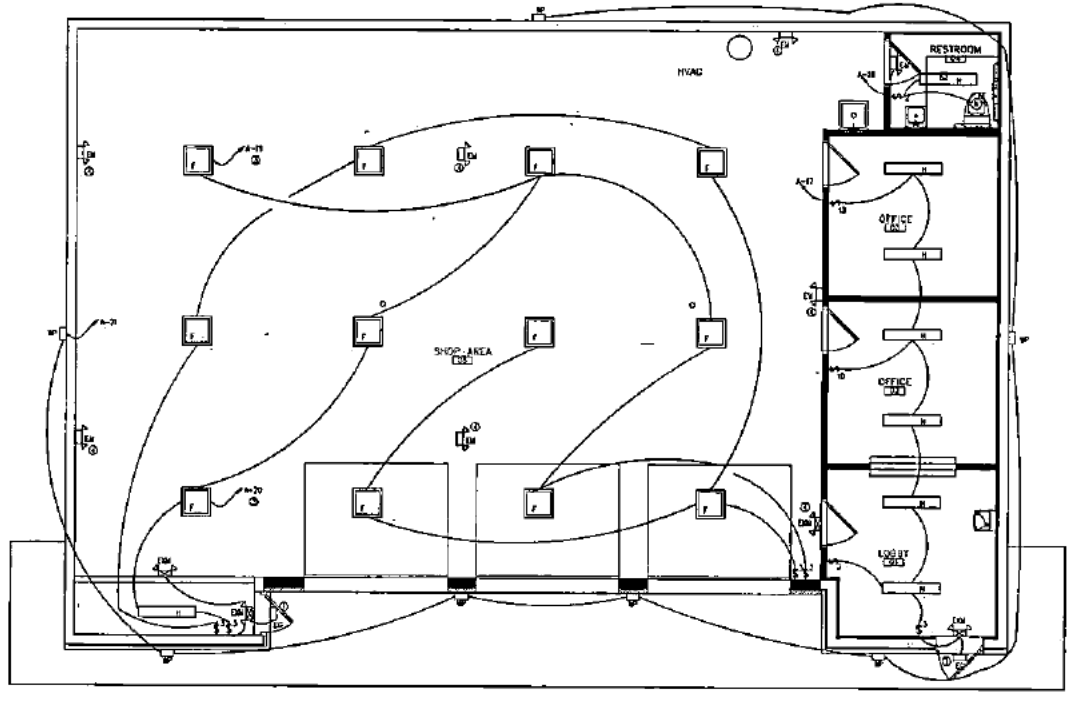
ELECTRICAL KEY NOTES:

① FIXTURE "EQ" TO BE MOUNTED ABOVE DOOR FOR EGRESS PURPOSES. (TYP)

② WALL PACK FIXTURE "BP" HAS A MOUNTING HEIGHT OF 9 FOOT.

③ COORDINATE MOUNTING HEIGHT OF LIGHT FIXTURES (F) CURRENTLY SET AT 9 FOOT WITH OWNERS REPRESENTATIVE BEFORE HANGING.

④ CONNECT EMERGENCY LIGHTS TO CLOSEST LIGHTING CIRCUIT SERVING LIGHTS IN THE SAME AREA.



N 4/E201 ELECTRICAL LIGHTING PLAN
SCALE: 1/4" = 1'-0"

Coast Architects, Inc.

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: MDM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE:
0 - 11-26-25 FOR PERMIT

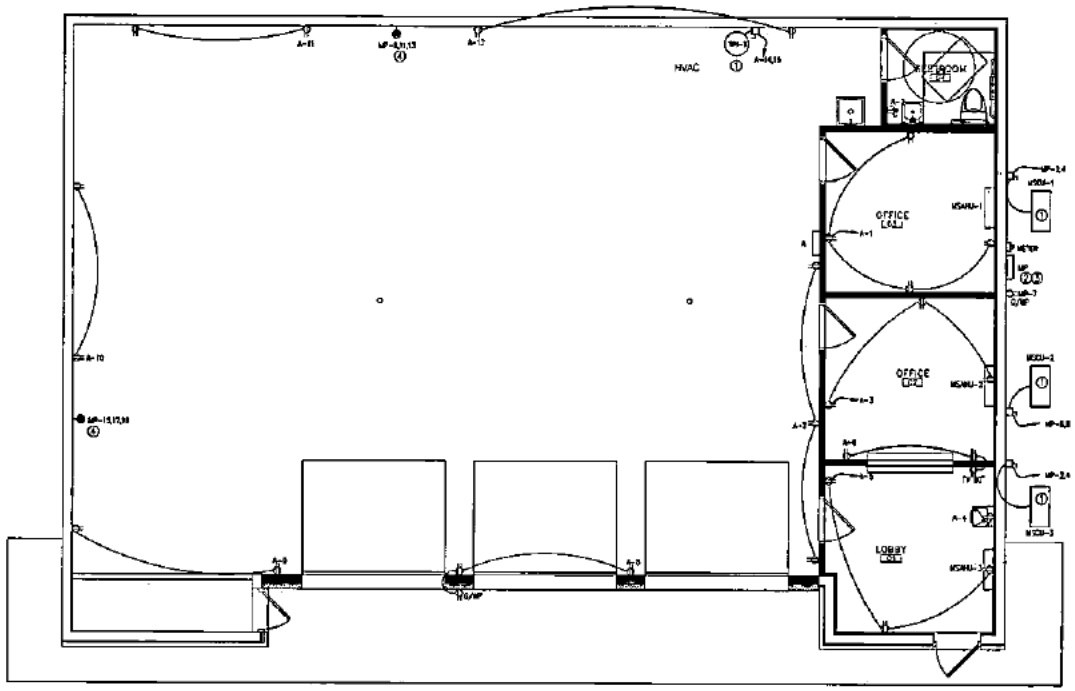
SHEET:
E201
LIGHTING PLAN

POWER NOTES

1. DRAWINGS ARE INTENDED TO ILLUSTRATE THE ELECTRICAL CONTINUITY BETWEEN ELECTRICAL HARDWARE (FIXTURES, SWITCHES, ETC.). THEY ARE NOT INTENDED TO DEMONSTRATE TO THE ELECTRICAL CONTRACTOR HOW TO RUN CONDUIT, QTY OF CONDUITS AND CONDUCTORS. ELECTRICAL CONTRACTOR TO MINIMIZE THE AMOUNT OF CONDUIT RUNS IN THE SLAB. COORDINATE WITH OTHER TRADES TO USE CHASES, FURR DOWNS, WALLS AND ABOVE CEILING WHERE POSSIBLE.
2. ALL OUTLET DEVICES, i.e. RECEPTACLES, PHONE & VIDEO JACKS, SWITCHES, ETC. SHALL HAVE FACEPLATES IN A COLOR CHOSEN BY THE ARCHITECT AND OWNER.
3. IF REQUIRED BY AHJ THE ELECTRICAL CONTRACTOR SHALL HIRE A FIRE ALARM CONTRACTOR WHO SHALL PROVIDE FIRE ALARM DEVICES, I.E. SMOKE DETECTORS, ALARM INDICATORS, ALL NECESSARY COMPONENTS, ETC. IN THE QUANTITIES AND TYPE AS PRESCRIBED BY THE FIRE ALARM CONTRACTOR'S ENGINEER WHO DESIGNS THE SYSTEM AND APPLIES FOR A PERMIT TO INSTALL. INSTALLATION SHALL BE TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
4. ALL RECEPTACLES IN SHOP ARE SHALL BE 20AMP GROUND FAULT WITH INDICATING LIGHTS MOUNTED AT 42" HIGH.

POWER KEYNOTES

1. BEFORE ROUGH IN, ELECTRICAL CONTRACTOR TO COORDINATE WITH MECHANICAL/PLUMBING CONTRACTOR TO LOCATE ALL PLUMBING AND HVAC EQUIPMENT AND APPLIANCES THAT REQUIRE ELECTRICAL POWER. THIS INCLUDES ROP'S, EXHAUST FANS, LOUVERS AND ELECTRIC WATER HEATERS. REFER TO MECHANICAL AND PLUMBING SHEETS FOR DETAILS.
2. INSTALL A 3/4 X 10FT COPPER GROUND ROD AT SERVICE LOCATION OF BUILDING AND CONNECT TO #1/0 GROUND CONDUCTOR GOING TO PANEL "MP".
3. ELECTRICAL CONTRACTOR TO DEMOLISH THE EXISTING PANEL AND METER ON THE NORTH SIDE OF BUILDING. REPLACE WITH NEW RISER AS SHOWN ON RISER SHEET.
4. ELECTRICAL CONTRACTOR TO COORDINATE WITH THE OWNERS REPRESENTATIVE REGARDING THE LOCATION AND EXACT TYPE OF WELDING RECEPTACLES TO BE USED. PROVIDE A PROPER DISCONNECTING MEANS AT EACH LOCATION.



N

A / E202 ELECTRICAL POWER PLAN

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

Coast Architects, Inc.

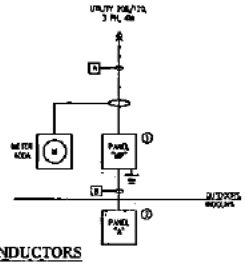
GARAGE RENOVATION
FOR
ROADLINE MOTORS
MOBILE, AL
5101 MOFFET RD.

DATE: 11/28/25
DRAWN: MCM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE:
0 - 11-28-25 FOR PERMIT

SHEET:
E202
POWER PLAN

MOBILE ELECTRICAL ENGINEERING GROUP, INC.
Industrial | Commercial
251-461-1611 or 615-456-8677
jd@meegine.com



RISER KEYNOTES

1. PANELBOARD "MP", NEMA 3R, 120/208 VAC, 400A, 3PH, 4W, 125KAIC, 400 AMP MAIN BREAKER, TIN PLATED COPPER or ALUMINUM BUS, GROUND AND NEUTRAL BUS BAR, BOLT ON BREAKERS, SURFACE MOUNT, 20 CIRCUIT, SURFACE ENTRANCE RATED.
2. PANELBOARD "A", 200AMP, 42POS, NEMA 1, 120/208 VAC, 3PH, 4W, MAIN LUGS ONLY, TIN PLATED COPPER or ALUMINUM BUS, GROUND AND NEUTRAL BUSBAR.

RISER NOTES

1. CONTRACTOR SHALL COORDINATE WITH UTILITY AND SUPPLY AN UNDERGROUND SERVICE TO THIS BUILDING. PROVIDE ALL NECESSARY MATERIAL, LABOR, PERMITS AND ANY FEES FOR ELECTRICAL SERVICE TO BUILDING.
2. CONTRACTOR SHALL UPDATE THE GROUNDING SYSTEM TO MEET N.E.C. ARTICLE 250 AND ANY ADDITIONAL REQUIREMENTS BY THE AHJ. PROVIDE A 8' (10ft ?) COPPER GROUND ROD.

CONDUCTORS

COPPER CONDUCTORS LISTED:

A (3) 350KCMIL, #1/0 G, 4" C

B (3) #4/0, #4 G, 2-1/2" C

ELECTRICAL RISER

A / E203 — SCALE: N.T.S.

PANEL: MP — VOLTS 208 120 — AMPS 400 — 42 KAIC

LOCATION: Outdoors — MOUNTING: SURFACE — FED FROM: Utility
NEUTRAL: 100% — LUGS: Main Breaker — TYPE: NEMA 3R
NOTES: TIN COATED COPPER or ALUMINUM BUS, NEUTRAL and GROUND BUSBAR, Service Entrance Rated.

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C	CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C
1	2SP/2	Panel A	6.98			2	2SP/2	MSCU-1	2.00		
3		Panel A		6.15		4		MSPTL-1		2.00	
5		Panel A			4.50	6	2SP/2	MSCU-2			2.00
7	2P	Receptacle Panel - GPCP/WP	0.24			8		MSCU-2	2.00		
9	3P/3	Welding Receptacle		4.80		10	2SP/2	MSCU-3		2.00	
11		Welding Receptacle			4.80	12		MSCU-3			2.00
13		Welding Receptacle	4.80			14			0.00		
15	3SP/3	Welding Receptacle		4.80		16				0.00	
17		Welding Receptacle			4.80	18					0.00
19		Welding Receptacle	4.80			20			0.00		
21				0.00		22				0.00	
23					0.00	24					0.00
25	3SP/3	SPD	0.20			26			0.00		
27		SPD		0.20		28		Spare		0.00	
29		SPD			0.20	30		Spare			0.00
Total Connected KVA BY PHASE			21.32	19.95	18.10			Total KVA	59.55		
Total Phase AMPS			177.67	166.08	152.50			Total Amps	165.69		

PANEL: A — VOLTS 208 120 — AMPS 200 — 22 KAIC

LOCATION: INDOORS — MOUNTING: SURFACE — FED FROM: MP
NEUTRAL: 100% — LUGS: MLO — TYPE: NEMA 1
NOTES: TIN COATED COPPER or ALUMINUM BUS, NEUTRAL AND GROUND BUSBAR

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C	CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C
1	2P	Receptacle Office #1	0.72			2	2P	Restroom Receptacle	0.54		
3	2P	Receptacle Office #2		0.72		4	2P	Water Cooler		0.90	
5	2P	Receptacle Lobby			0.72	6	2P	Receptacle Office #2/ Reception Wall			1.20
7	2P	Receptacle Shop North wall	0.90			8	2P	Receptacle Shop East Wall	0.72		
9	2P	Receptacle Shop East/South Wall		0.72		10	2P	Receptacle Shop South Wall		0.90	
11	2P	Receptacle Shop West Wall			0.72	12	2P	Receptacle Shop West Wall			0.72
13	2P	Spare	0.00			14	3SP/2	WH-1	2.25		
15	2P	Spare		0.00		16		WH-1		2.25	
17	2P	Lights Offices and Lobby			0.68	18	2P	Restroom Lights/fan			0.54
19	2P	Lights Shop	0.91			20	2P	Lights Shop	0.90		
21	2P	Lights Shop/ Wall Packs		0.84		22				0.00	
23					0.00	24					0.00
25			0.00			26			0.00		
27				0.00		28				0.00	
29					0.00	30					0.00
31			0.00			32			0.00		
33				0.00		34				0.00	
35					0.00	36					0.00
37			0.00			38			0.00		
39				0.00		40				0.00	
41					0.00	42					0.00
Total Connected KVA BY PHASE			2.53	2.12	1.52			Total KVA	37.61		
Total Connected AMPS			58.17	51.03	37.50			Total Amps	46.94		

PANEL SCHEDULES

1 / E203 — SCALE: N.T.S.

Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: JJON
CHECKED: JWG
TITLE:

REVISION:
NO. DATE:
0 - 11-26-25 FOR PERMIT

SHEET:
E203
ELECTRICAL RISER AND PANELS

COMcheck Software Version 4.1.5.5

Interior Lighting Compliance Certificate

Project Information

Energy Code:	2015 IECC
Project Title:	Garage Renovations
Project Type:	Alteration

Construction Site: 5101 Moffett Road, Mobile, AL
Owner/Agent:
Designer/Contractor:

Allowed Interior Lighting Power

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B X C)
1-Auto Repair Shop (Automotive:Vehicular Maintenance Area)	2700	0.67	1809
		Total Allowed Watts =	1809

Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Auto Repair Shop (Automotive:Vehicular Maintenance Area 2700 sq.ft.)				
LED 1: F: Bay Lights: LED Panel 44W:	1	16	45	720
LED 2: H: 1x4 Strip: LED Linear 33W:	1	8	32	256
			Total Proposed Watts =	976

Interior Lighting PASSES

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Jerry McCullough EE — Name - Title
Jerry McCullough — Signature
11-26-25 — Date

COMcheck Software Version 4.1.5.5

Exterior Lighting Compliance Certificate

Project Information

Energy Code:	2015 IECC
Project Title:	Garage Renovations
Project Type:	Alteration
Exterior Lighting Zone	4 (High activity metropolitan commercial district (LZ4))

Construction Site: 5101 Moffett Road, Mobile, AL
Owner/Agent:
Designer/Contractor:

Allowed Exterior Lighting Power

A Area/Surface Category	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B X C)
Illuminated area of facade wall or surface	2100 ft2	0.2	No	420
			Total Tradable Watts (a) =	0
			Total Allowed Watts =	420
			Total Allowed Supplemental Watts (b) =	1300

(a) Wattage tradeoffs are only allowed between tradable areas/surfaces.
(b) A supplemental allowance equal to 1300 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Proposed Exterior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Illuminated area of facade wall or surface (2100 ft2): Non-tradable Wattage				
LED 1: WP: Wall Pack: LED Panel 54W:	1	7	47	329
			Total Tradable Proposed Watts =	0

Exterior Lighting PASSES

Exterior Lighting Compliance Statement

Compliance Statement: The proposed exterior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Jerry McCullough EE — Name - Title
Jerry McCullough — Signature
11-26-25 — Date

ELECTRICAL COMCHECKS
SCALE: N.T.S.

MOBILE ELECTRICAL ENGINEERING GROUP, INC.
Industrial | Commercial
251-401-3611 or 615-636-8677
jd@mcegroc.com
www.mcegroc.com

Coast Architects, Inc.

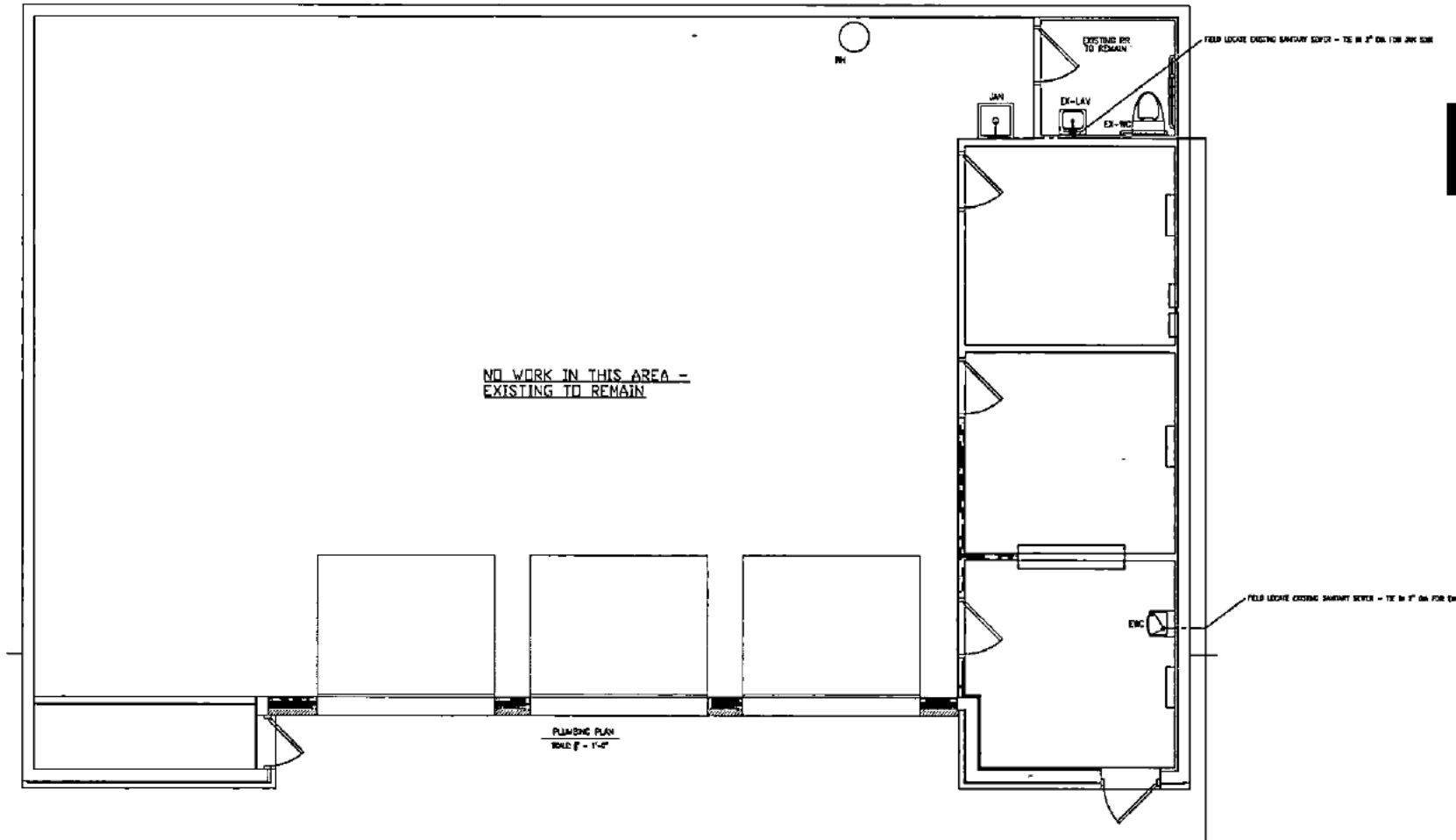
[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: MCM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE
0 - 11-26-25 FOR PERMIT

SHEET
E204
ELECTRICAL COMCHECKS



PLUMBING LEGEND	
SYMBOL	DESCRIPTION
	EX UNDER SLAB SANITARY PIPING
	NEW 2" SLAB SANITARY PIPING
	VENT PIPING
WCO	WALL CLEAN OUT
FCO	FLOOR CLEAN OUT
DCO	2 WAY FLOOR CLEAN OUT
VTR	VENT THRU ROOF

WORK PLAN:
1. LOCATE EXISTING SANITARY SEWER
2. TIE IN NEW 2" FOR EWC AND JAN SINK
3. PROVIDE CW AND HW TO JAN SINK VIA EXISTING SUPPLY TO LAV
4. PROVIDE CW TO EWC - FIELD LOCATE CLOSEST CW
5. PROVIDE CUT OFF VALVES FOR EACH NEW FIXTURE

TO EXISTING SANITARY SEWER

Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE:11-4-25
DRAWN:WT
CHECKED:WT
TITLE: PLUMBING PLAN

REVISION:
NO. DATE:

SHEET:
P1

PLUMBING NOTES:

1. THE PLUMBING DRAWINGS ARE DIAGRAMMATIC AND SHOW THE RELATIONSHIP BETWEEN FIXTURES AND CONNECTIONS. DO NOT SCALE THE DRAWINGS FOR EXACT LOCATIONS. VERIFY LOCATIONS WITH ARCHITECTURAL DRAWINGS.

2. THE PLUMBING CONTRACTOR SHALL BE PROPERLY LICENSED AND SHALL SECURE ALL PERMITS AND PAY ALL FEES AS REQUIRED FOR THE COMPLETE PLUMBING INSTALLATION, INCLUDING SANITARY SEWER AND POTABLE WATER TIE-INS TO THE SERVING UTILITIES. ALL WORK WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE (IPC) AND AS AMENDED BY CITY AND COUNTY AUTHORITIES.

3. SCOPE OF WORK: THE WORK CONSISTS OF MATERIALS AND LABOR FOR A COMPLETE, OPERABLE PLUMBING SYSTEM INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

A. SANITARY SEWER SYSTEM, OUTSIDE UTILITIES, SOIL AND WASTE DRAIN AND VENT PIPING AND FIXTURE CONNECTIONS.
B. DOMESTIC COLD AND HOT WATER SYSTEM TO ALL SINKS & LAVATORIES. VERIFY WITH OWNER. PIPING SHALL BE DISINFECTED I.A.W. THE PLUMBING CODE.
C. ALL PLUMBING FIXTURES AND EQUIPMENT INCLUDING FLOOR DRAINS, HOSE BIBBS, WATER HEATERS, ETC. AS REQUIRED. VERIFY LOCATIONS WITH OWNER.
D. PROVIDE TRAP PRIMERS FOR ALL FLOOR DRAINS, FLOOR SINKS AND HUB DRAINS.
E. WATER AND DRAIN PIPING SHALL BE PRESSURE TESTED I.A.W.

4. CONTRACTOR SHALL COORDINATE PLUMBING WORK WITH THE WORK OF OTHER TRADES AND SHALL NOTIFY OTHERS OF ANY CHASES OR ACCESS REQUIREMENTS FOR HIS PORTION OF THE WORK.

5. ALL VENT PIPING TO PENETRATE ROOF A MINIMUM OF 6 INCHES. FLASH AND SEAL WEATHER TIGHT TO ROOF. VENT PIPING ABOVE ROOF SHALL BE PAINTED TO MATCH ROOF.

6. ALL WASTE PIPING 2-1/2" AND SMALLER TO SLOPE A MINIMUM OF 1/4" PER FOOT, 3 INCHES AND LARGER TO SLOPE A MINIMUM OF 1/8" PER FOOT.

7. ROUTE PIPING IN AN ORDERLY MANNER AND MAINTAIN GRADIENT.

8. INSTALL PIPING TO CONSERVE BUILDING SPACE AND NOT INTERFERE WITH USE OF SPACE. GROUP PIPING WHENEVER PRACTICAL AT COMMON ELEVATIONS.

9 INSTALL PIPING TO ALLOW FOR EXPANSION AND CONTRACTIONS WITHOUT STRESSING PIPE, JOINTS OR CONNECTED EQUIPMENT.

10. PROVIDE CLEARANCE FOR INSTALLATION OF INSULATION AND ACCESS TO VALVES AND FITTINGS. PROVIDE ACCESS WHERE VALVES AND FITTINGS ARE NOT EXPOSED.

11. INSTALL VALVES WITH STEMS UPRIGHT OR HORIZONTAL, NOT INVERTED. INSTALL GATE VALVES FOR SHUT-OFF AND TO ISOLATE EQUIPMENT, PART OF SYSTEMS, OR VERTICAL RISERS. INSTALL GLOBE VALVES FOR THROTTLING, BYPASS OR MANUAL FLOW CONTROL SERVICES.

12. ALL FIXTURES AND EQUIPMENT SHALL BE STANDARD, FIRST QUALITY COMPLETE WITH ALL TRIM, TRAPS, ETC., AS REQUIRED OR AS SPECIFIED BY OWNER. TOILETS, URINALS, AND LAVATORIES SHALL BE INSTALLED I.A.W. THE ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

13. SANITARY WASTE AND VENT PIPING SHALL BE SCH. 40 PVC PIPE & FITTINGS ASTM D2665 WITH SOLVENT WELD JOINTS WITH ASTM D2564 SOLVENT CEMENT. UNDERGROUND PIPE SHALL BE EMBEDDED IN 6 INCHES OF SAND ALL AROUND PIPE. SANITARY WASTE AND VENT PIPING ABOVE SLAB SHALL BE SCH. 40 PVC PIPE AND FITTINGS ASTM D2665 WITH JOINTS SOLVENT WELDED WITH ASTM D2564 SOLVENT CEMENT EXCEPT IN RETURN AIR PLENUMS WHERE CAST IRON PIPE & FITTINGS ONLY WILL BE USED. CAST IRON PIPE WILL BE SERVICE WEIGHT NO-HUB CAST IRON PIPE WITH CAST IRON FITTINGS CONFORMING TO CISPI 310 AND ASTM C-564.

14. HOT AND COLD WATER PIPING TO BE CROSS LINKED POLYETHYLENE (PEX) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ALL COPPER CONFIRM WITH OWNER.

15. ADJUST STOPS OR VALVES FOR INTENDED WATER FLOW RATE TO FIXTURES WITHOUT SPLASHING NOISE OR OVERFLOW.

16. EXTEND CLEANOUTS TO FINISHED FLOOR OR WALL SURFACE. LUBRICATE THREADED CLEANOUT PLUGS WITH MIXTURE OF GRAPHITE AND LINSEED OIL. ENSURE CLEARANCE OF CLEANOUT FOR RODDING OF DRAINAGE SYSTEM. ENCASE EXTERIOR CLEANOUTS IN CONCRETE FLUSH WITH GRADE.

17. INSTALL WATER HAMMER ARRESTORS COMPLETE WITH ACCESSIBLE ISOLATION VALVE ON HOT AND COLD WATER SUPPLY PIPING IN ACCORDANCE WITH PDI-WH 201, 1992.

18. CONTRACTOR TO ROUGH-IN FIXTURE PIPING CONNECTIONS IN ACCORDANCE WITH MINIMUM SIZES INDICATED IN FIXTURE SCHEDULE FOR PARTICULAR FIXTURE.

19. INSTALL EACH FIXTURE WITH TRAP THAT IS EASILY REMOVABLE FOR SERVICING AND CLEANING. PROVIDE CHROME PLATED RIGID OR FLEXIBLE SUPPLIES TO FIXTURES WITH LOOSE KEY STOPS, REDUCERS AND ESCUTCHEONS.

20. LOCATE EXISTING WATER SUPPLY LINE FOR SERVICE TO NEW FIXTURES.

21. PLUMBING CONTRACTOR TO PROVIDE 1/4" VALVED WATER LINE TO REFRIGERATOR AND ICE MAKER (IF INSTALLED).

22. PLUMBING CONTRACTOR TO LOCATE EXISTING SANITARY SEWER LINE PRIOR TO CONSTRUCTION START.

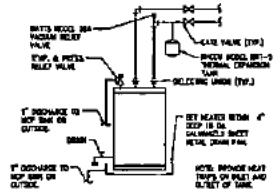
PLUMBING LEGEND

SYMBOL	DESCRIPTION
	CO UNDER SLAB SANITARY PIPING
	UNDER SLAB SANITARY PIPING
	VENT PIPING
WCO	WALL CLEAN OUT
CO	FLOOR CLEAN OUT
DCO	2 WAY FLOOR CLEAN OUT
VTR	VENT THRU ROOF

PLUMBING FIXTURE SCHEDULE

SYM	DESCRIPTION	CW	HW	D	MANUFACTURER/MODEL #	REMARKS
	JANITOR'S SINK	1/2"	1/2"	3"	ELKAY/SLSR2522MC/22MM	NOTE 1
	ELECTRIC WATER COOLER	1/2"		1-1/4"	HALSEY TAYLOR/HTHBM8WSLK	NOTE 2

1 = SINGLE COMPARTMENT UTILITY SINK, HEAVY DUTY MOLDED LEGS, SERVICE SINK FAUCET W/ MEDICAL KNOBS & VACUUM BREAKER.
2 = WALL HUNG, BARRIER FREE, MOUNT SPOUT AT 36" A.F.F., 7.5 GPH CHILLED WATER, ADA COMPLIANT.



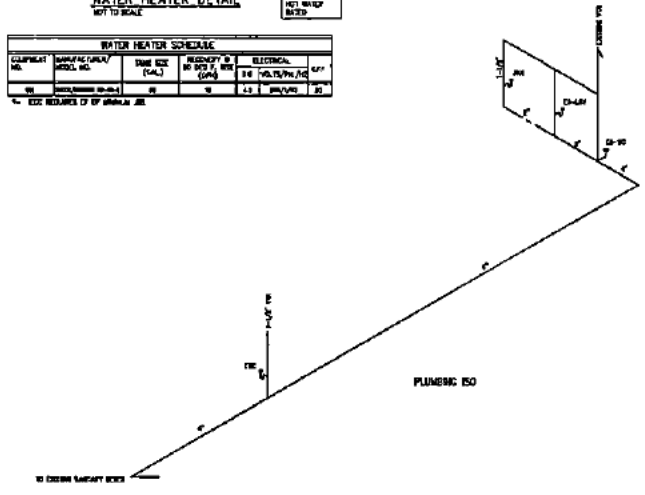
WATER HEATER DETAIL
NOT TO SCALE

SAFETY PAN DRAIN MUST BE HOT WATER RATED.

WATER HEATER SCHEDULE

EQUIPMENT NO.	MANUFACTURER/ MODEL NO.	TANK SIZE (GAL.)	RECOVERY @ 80 90°F RISE (GPH)	ELECTRICAL	
WH		40	72	4.5	240/1/60

* SEE RESOURCE CF 6P MINIMUM JOB



Coast Architects, Inc.

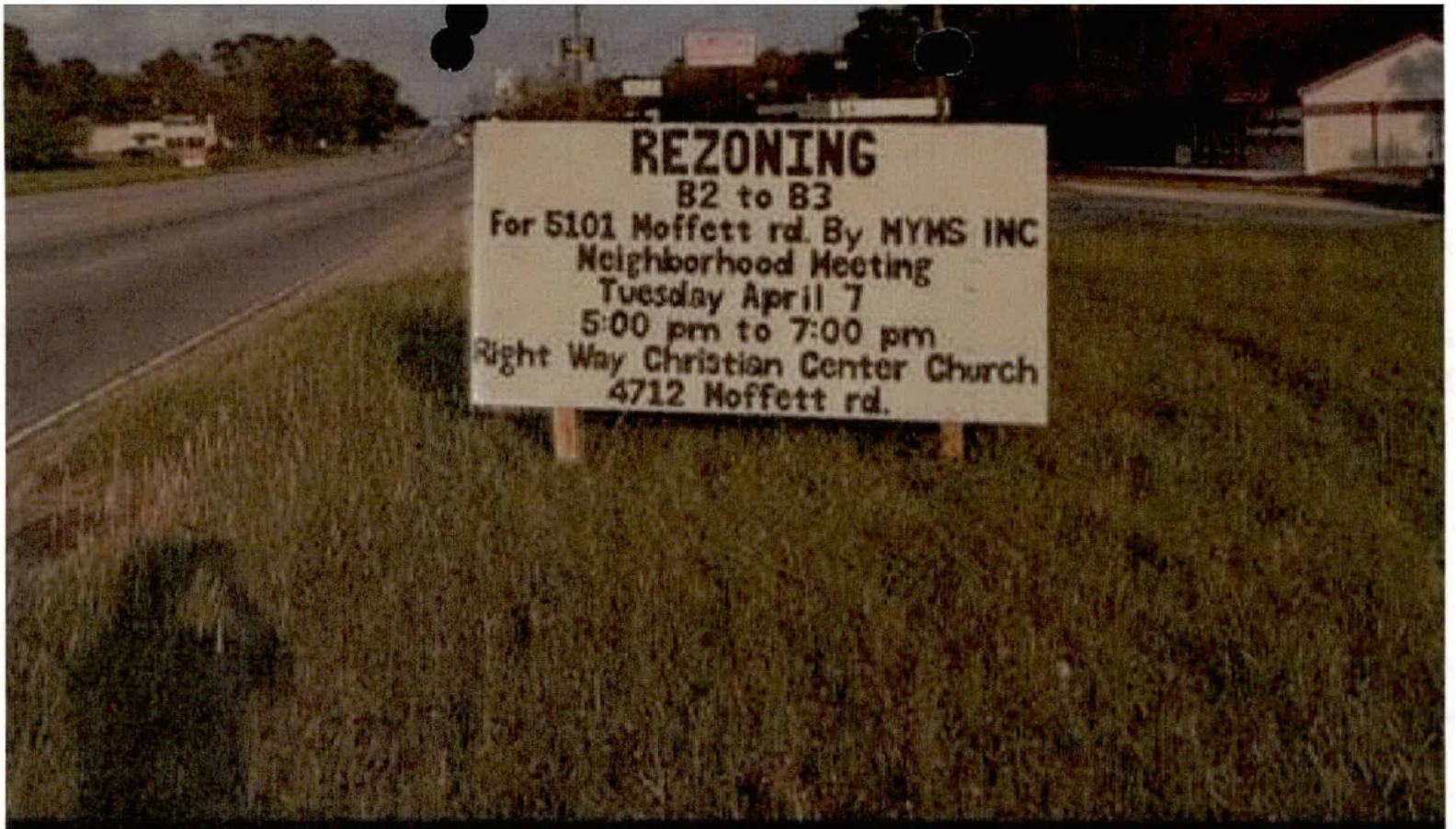
GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, A

ALABAMA LICENSED ARCHITECT

DATE:11-6-25
DRAWN:WT
CHECKED:WT
TITLE: PLUMBING DETAILS

REVISIONS:
NO. DATED

SHEET:
P2



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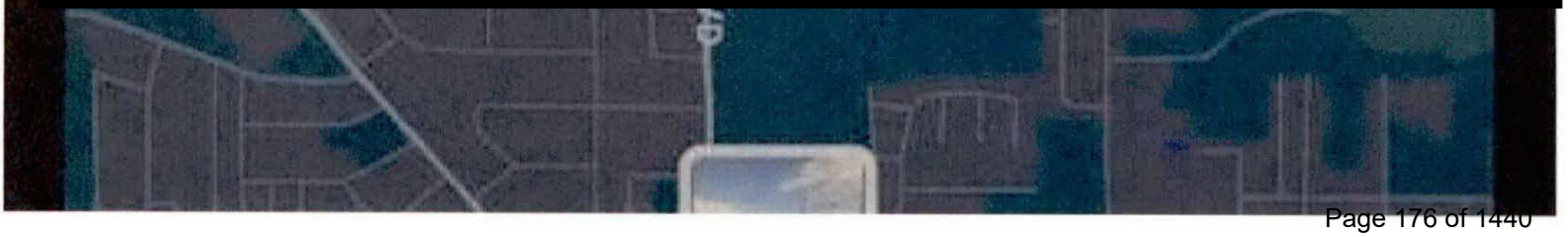
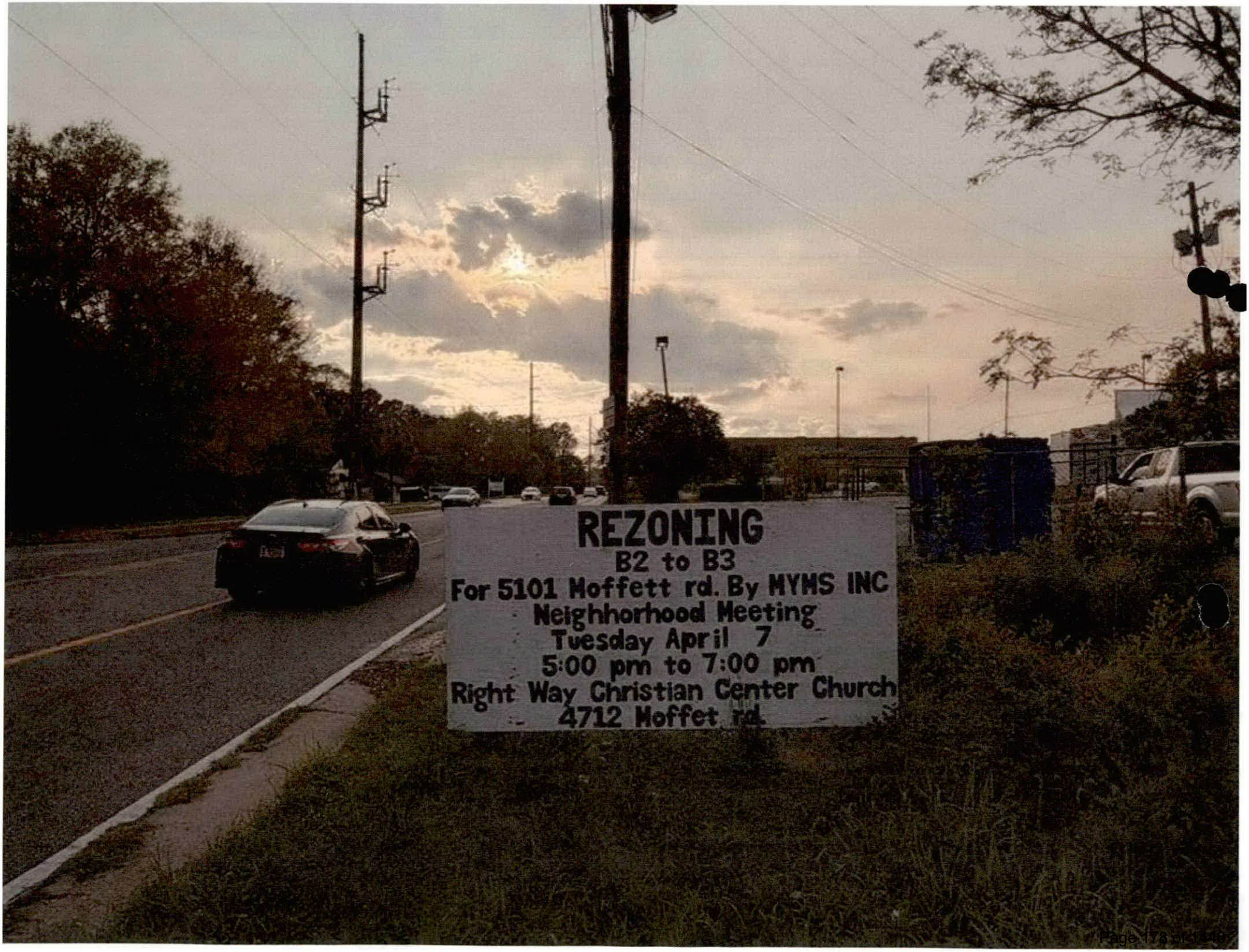



REZONING
B2 to B3
For 5101 Moffett rd. By MYMS INC
Neighborhood Meeting
Tuesday April 7
5:00 pm to 7:00 pm
Right Way Christian Center Church
4712 Moffett rd.


REZONING
B2 to B3
For 5101 Moffett rd. By MYMS INC
Neighhorhood Meeting
Tuesday April 7
5:00 pm to 7:00 pm
Right Way Christian Center Church
4712 Moffet rd.

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

STATE OF ALABAMA
PHILLIP N. OWENS
MOBILE, ALABAMA
REGISTERED ARCHITECT
10/23/25

DATE: 10/23/25
DRAWN: JF
CHECKED: PNO
TITLE: Architectural Site Plan

REVISION:

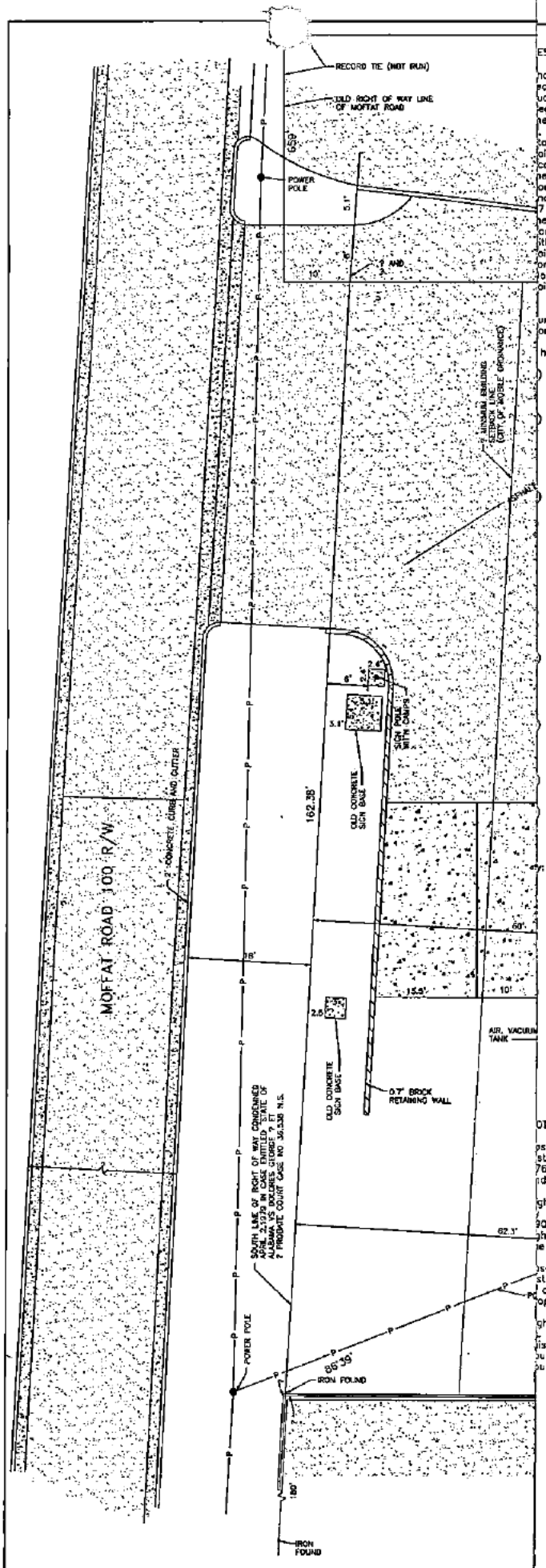
NO. DATE:

SHEET:

AS1

EATURES AND CONDITIONS ARE EXISTING

ES ARE EXISTING.



ESCRIPTION:

hat Portion of Lot C, Mandrell's Subdivision, according to plat ecorded in Map Book 3, Page 253 of the records in the office of the udge of Probate Court of Mobile County, Alabama, described as follows: eginning at a point where the East boundary of said Lot C intersects he present South right of way line of Moffat Road as condemned April . 1979 in case entitled "State of Alabama vs. Delores George LaVigne, tal", probate Court Case No. 36,338 N.S., said point also being the oint of intersection of the West boundary of Kinney Shoes, Unit One, ccording to plat recorded in Map Book 24, Page 45 of said records in he office of the Judge of the Probate Court of Mobile County, Alabama, run outhwardly along said East boundary of Lot C, Mandrells Subdivision, nd along the West boundary of Kinney Shoes, Unit One, a distance of 71.67 feet to a point on the North right of way line of Overlook Road; hence with an interior angle of 90°06'40" run Westwardly along said orth right of way line of Overlook Road 161.37 feet to a point; thence ith an interior angle of 90°07'40" run Northwardly 180.77 feet to a oint on the aforementioned South right of way line of Moffat Road, as ondemned; thence with an interior angle of 86°39' run Eastwardly long said South right of way line of Moffat Road 162.38 feet to the oint of beginning. Containing 28,499 Square Feet.

urvey Certificate to the Circle K Corporation, Lawyers Title Insurance orporation

hereby certify that on the 3RD day of MARCH, 1989:

) I made an accurate survey of the premises legally described above situated at Mobile (City), Mobile (Country), Alabama (State), with a street description of 5101 Moffat Road, Mobile, Alabama.

) I made a careful inspection of said premises and of the buildings located thereon at the time of making such survey, and again on MARCH 8, 1989, and at the time of such latter inspection I found Circle K General, Inc., to be in possession of said premises as Owner;

) This survey was made on the ground as per the field notes shown on this survey and correctly shows (a) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon; and the distance therefrom to the nearest facing exterior property lines of the subject property; (b) the location of all right of way, easements and any other matters of record, (of which I have knowledge or have been advised, whether or not of record), affecting the subject property; (c) the location of the parking areas on the subject property, showing the number of parking spaces provided thereby; (d) all abutting, dedicated public streets providing access to the subject property; together with the width and name thereof; and (e) all other significant items on the subject property;

) Except as shown on the survey, there are (no) (a) encroachments upon the subject property by improvements on adjacent property; (b) encroachments on adjacent property, streets or alleys by any improvements on the subject property; (c) party walls; (d) or conflicts or protrusions;

) Adequate ingress to and egress from the subject property is provided by Moffat Road and Overlook Road the same being paved, dedicated public right(s) of way maintained by state of Alabama and City of Mobile;

) All required building setback lines on the subject property are shown hereon;

) And the subject property is not within a special flood hazard area as identified by the Federal Insurance Administration, Department of Housing and Urban Development; a flood Hazard area being identified as F.I.R.M. Panel Number 0150G7 0010E, effective Dec. 18, 1984.

ty:

Registered Public Surveyor

(205) 479-4518
Telephone #

5421
Registration #

Donald F. Coleman
Printed Name

68 Midtown Park West
Printed Address

Mobile, Alabama 36609
City & State

OTES:

sement granted Alabama Power Company by Walter Maples et ux, by strument dated October 15, 1938, and recorded in Deed Book 280, Page 76, is a "blanket" easement on all of Lot C, Mandrel's Subdivision, nd is not plottable. Surveyed premises is part of Lot C.

ght of way granted Mobile County, Alabama by Walter B. Maples et ux, instrument dated August 5, 1950, and recorded in Deed Book 515, Page 90, is right of way for Overlook Road, making it 60' wide. The North ght of way line of Overlook Road as shown on this survey is the North e of right of way conveyed by this instrument.

sement granted Alabama Power Company by A. D. McIntyre et ux, by strument dated may 24, 1955, and recorded in Deed Book 547, Page 4, a "blanket" easement for this property and an additional 60' of operty lying West of this property and is not plottable.

ght of way condemned April 2, 1979 in case entitled "State of Alabama Dolores George LaVigne et al" Probate Court Case No. 36, 338 N.S. his is a condemnation for right way of to widen Moffat Road. The outh right of way line of Moffat Road as shown on this Survey is the outh line of right of way condemned.

CK #8244

AS BUILT ALTA SURVEY

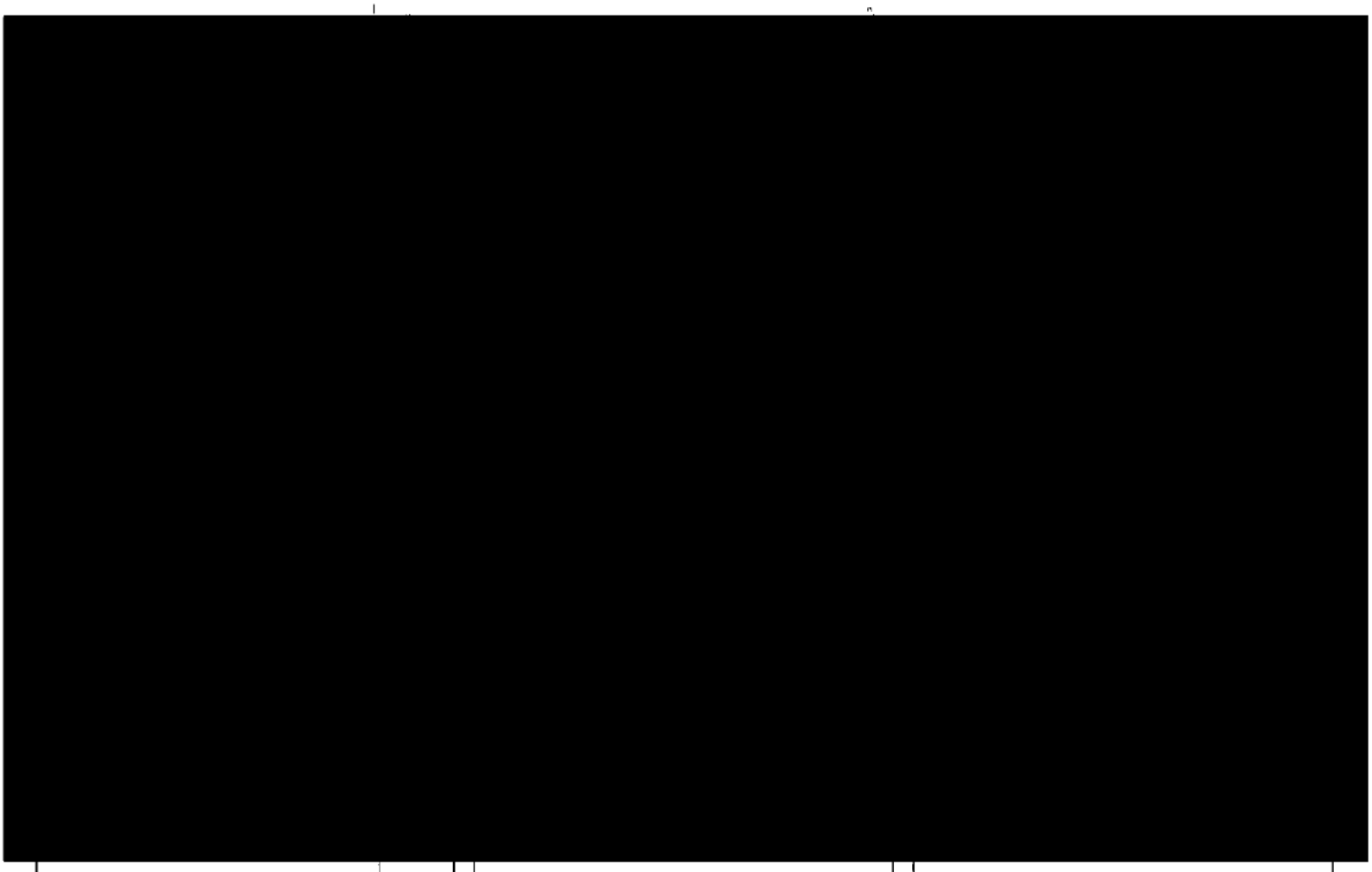
CIRCLE K STORE NO. 8244

5101 MOFFAT ROAD, MOBILE, ALABAMA

RESTER AND COLEMAN

[redacted]

DWG BY	DATE	REVISIONS						SCALE
M.F.W.	3-3-89	BY	DATE	BY	DATE	BY	DATE	1" = 10'
CHK'D BY	DATE							FILE NO.
D.F.C.	3-8-89							S-50



Agenda Item # 10

ZON-UDC-003718-2026

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

Applicant Materials for Consideration

DETAILS

Location:
5101 Moffett Road

Applicant / Agent:
MYMS, Inc. / Walid George Harb

Property Owner:
MYMS, Inc.

Current Zoning:
B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 Suburban to B-3 Suburban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 10 DATE May 21, 2026	N
APPLICANT MYMS, Inc. (Walid George Harb, Agent)	
REQUEST Rezoning From B-2 To B-3	NTS

SITE HISTORY

The subject site was originally part of Lot C of the Mandrell's Subdivision, the plat of which was recorded in the Mobile County Probate Court in April 1937.

The site was annexed into the City of Mobile in 1956 and initially assigned a C-1, Neighborhood Business District zoning classification. With the adoption of the 1967 Zoning Ordinance, the property was rezoned to B-2, Neighborhood Business District, a designation it has retained through the adoption of the Unified Development Code (UDC) in 2023.

The property was developed in the 1960s for use as a convenience store with gasoline sales. However, city directories, aerial imagery, and Google Street View indicate that the site has been vacant since at least 2000.

Since the recording of the Mandrell's Subdivision plat in 1937, subsequent development in the area has resulted in shifts to lot lines without Planning Commission approval. As a result, many lots, including the subject site, are no longer consistent with the recorded subdivision plat and now utilize metes-and-bounds legal descriptions.

At its February 19, 2026, meeting, the Planning Commission considered a request to rezone the property from B-2 (Neighborhood Business Suburban District) to B-3 (Community Business Suburban District). Staff reported that the rezoning application had originally been submitted in September 2025 but remained incomplete due to repeated failures to satisfy the neighborhood meeting requirements of Article 5 of the UDC. Multiple neighborhood meetings were scheduled by the applicant between January 5 and January 29, 2026; however, staff determined that the meetings either did not occur, were improperly scheduled, exceeded the distance requirements, or were not conducted within an approved building as required by the UDC. Because the neighborhood meeting requirements had not been satisfied, staff advised that the application must be held over until a meeting could be conducted in full compliance with Article 5, Section 64-5-4 of the UDC. Staff also advised the applicant that, pursuant to Article 5, Section 64-5-4.E.4.(b), holdovers resulting from the failure to submit required documentation are subject to a fee equal to the initial application fee, including postage.

Rather than proceeding with a holdover, the applicant allowed the original rezoning application to expire. After six (6) months with no further action taken, the application expired in accordance with the UDC. The applicant subsequently submitted a new rezoning application and successfully satisfied the neighborhood meeting requirements of Article 5 of the UDC, allowing the current rezoning request to proceed for review.

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

STAFF COMMENTS

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant requests rezoning of the subject property from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District to allow use of the site as an automobile dealership with automobile repair services. A detailed description and justification of the request are provided in the applicant's narrative, which is accessible via the link on Page 1 of this report.

The subject site is adjacent to properties zoned B-2, Neighborhood Business Suburban District to the east and west. Properties to the north, across Moffett Road, are zoned B-1, Buffer Business Suburban District, B-2, Neighborhood Business Suburban District, and B-3, Community Business Suburban District. Properties to the south, across Overlook Road, are zoned R-1, Single-Family Residential Suburban District.

Uses along Moffett Road near this location include restaurants with drive-thru service, general retail sales, self-service storage facilities, and several medical clinics. Uses along Overlook Road near this location include general retail sales, restaurants with drive-thru service, a medical clinic, and a child day care; however, single-family residential development is the predominant use along this section of Overlook Road. Apart from the self-service storage facilities—which require a minimum zoning classification of B-3—the predominant uses along Moffett Road near this location are permitted in and generally compatible with a B-2 zoning classification.

The applicant states that rezoning the property to allow an automobile dealership with automobile repair services is consistent with the commercial character of the Moffett Road corridor and will fit harmoniously with surrounding properties, thereby supporting the corridor's role as an active commercial area. The applicant further indicates that landscaping and buffering improvements will be provided along street frontages and any adjoining residential properties, as required.

The applicant also asserts that the proposal is consistent with the property's Mixed Commercial Corridor (MCC) future land use designation. This designation supports a variety of retail and service uses intended to serve both surrounding neighborhoods and the broader community.

The Map for Mobile Comprehensive Plan does support B-3 zoning within areas designated as Mixed Commercial Corridor. However, the MCC designation is intended to accommodate a wide range of retail, service, and entertainment uses while acknowledging existing commercial development along Mobile's transportation corridors, often in conventional strip patterns or shorter concentrated segments. New development and redevelopment within MCCs are encouraged to enhance design quality, improve connectivity to surrounding neighborhoods, strengthen streetscapes, and improve mobility and accessibility for all users. Primary uses include commercial and office, with secondary uses including multi-family residential, civic, and park uses.

The site plan submitted by the applicant depicts the existing building, nine (9) off-street parking spaces, and a proposed dumpster location. Building plans and elevation drawings illustrate an automobile service garage containing three (3) service bays, two (2) offices, a lobby, and one (1) restroom. No additional site improvements are proposed; existing paved areas are to be utilized for parking and vehicle maneuvering, and no inventory areas for automobile sales are shown.

While the proposal does not include work that would trigger compliance with current zoning requirements—such as residential protection buffer standards—the submitted site plan does not reflect the landscaping and buffering improvements referenced in the applicant's narrative.

The site has frontage along both Moffett Road and Overlook Road and will continue to facilitate cross-access between the two streets.

If approved, any additional site improvements proposed by the applicant must be illustrated on a revised site plan submitted with the required permits for the proposed building improvements. The proposed dumpster must comply with the placement and enclosure standards of Article 3 of the Unified Development Code (UDC), and those details must also be provided during permit review.

Any signage proposed for the site must comply with the UDC and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

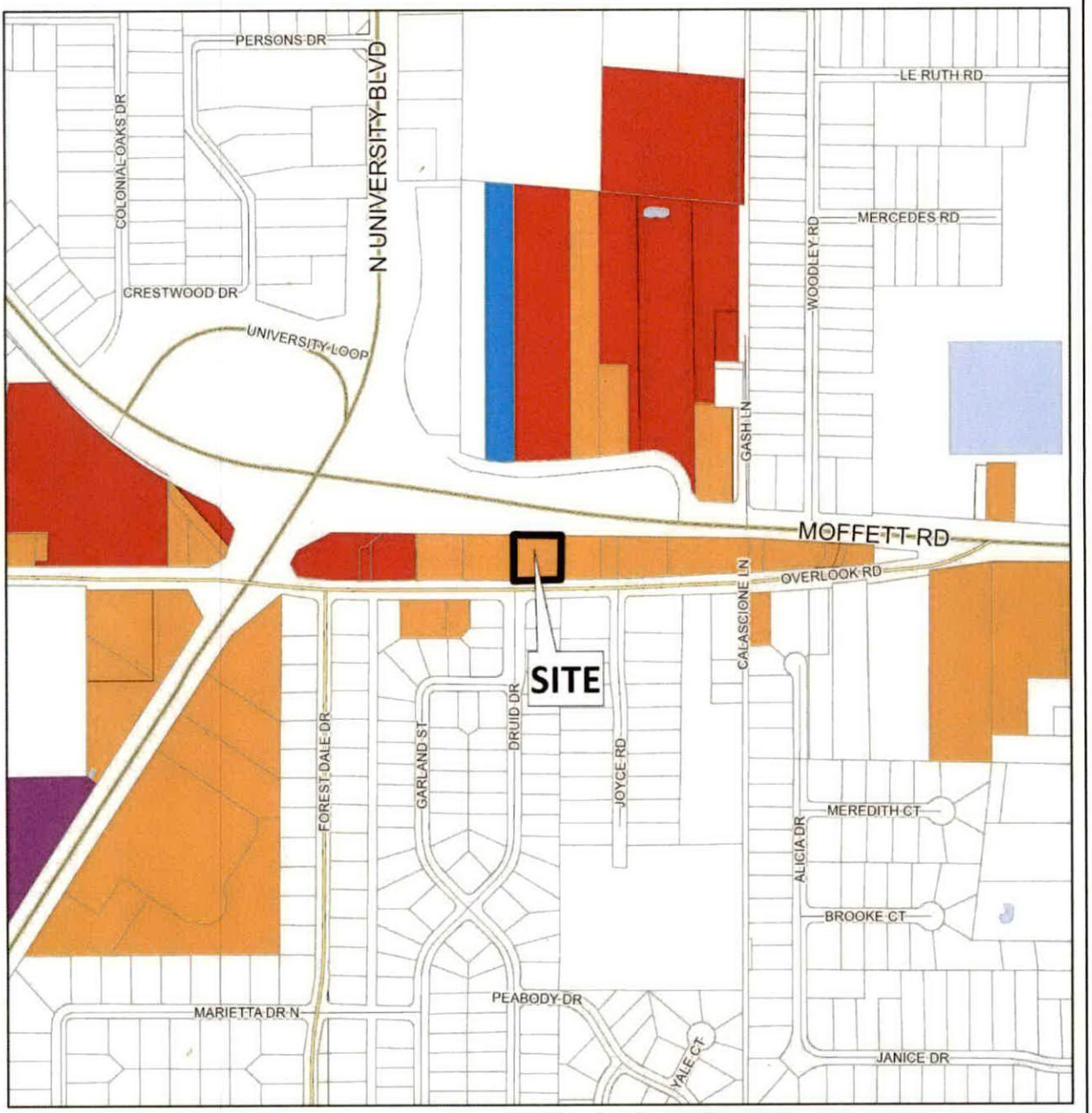
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

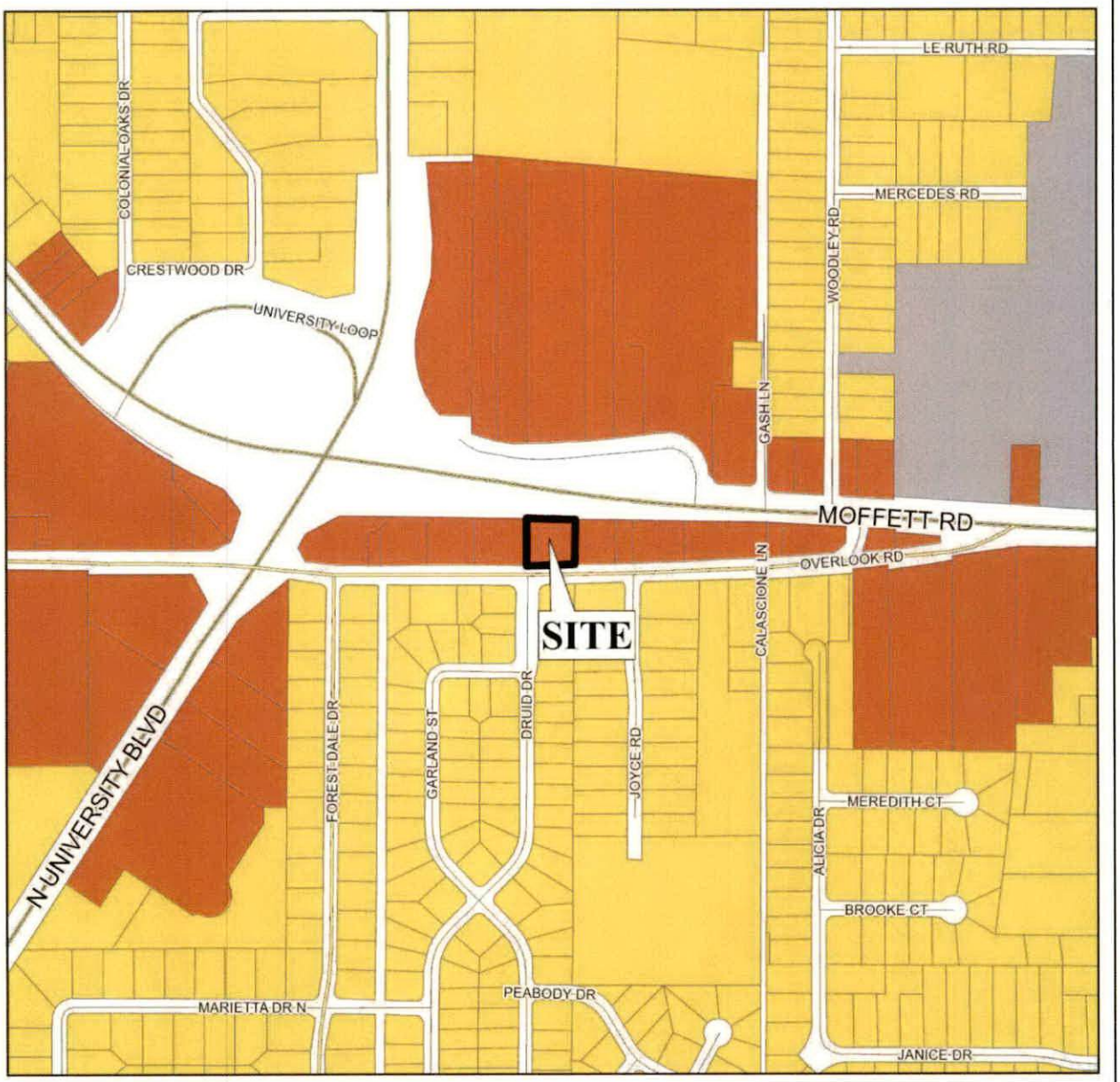
1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 21, 2026	N
APPLICANT MYMS, Inc. (Walid George Harb, Agent)	
REQUEST Rezoning From B-2 To B-3	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

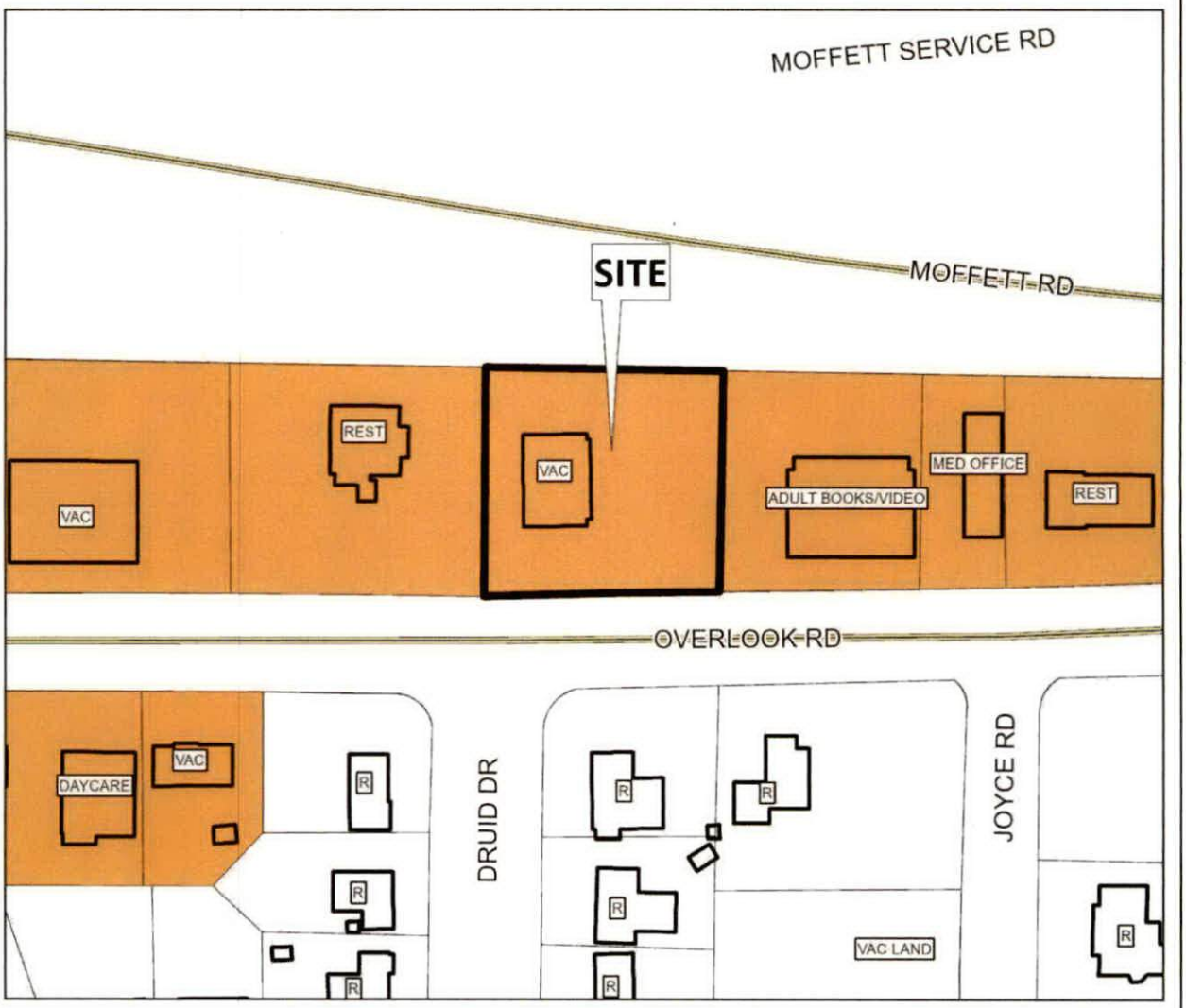
REQUEST Rezoning From B-2 To B-3

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 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

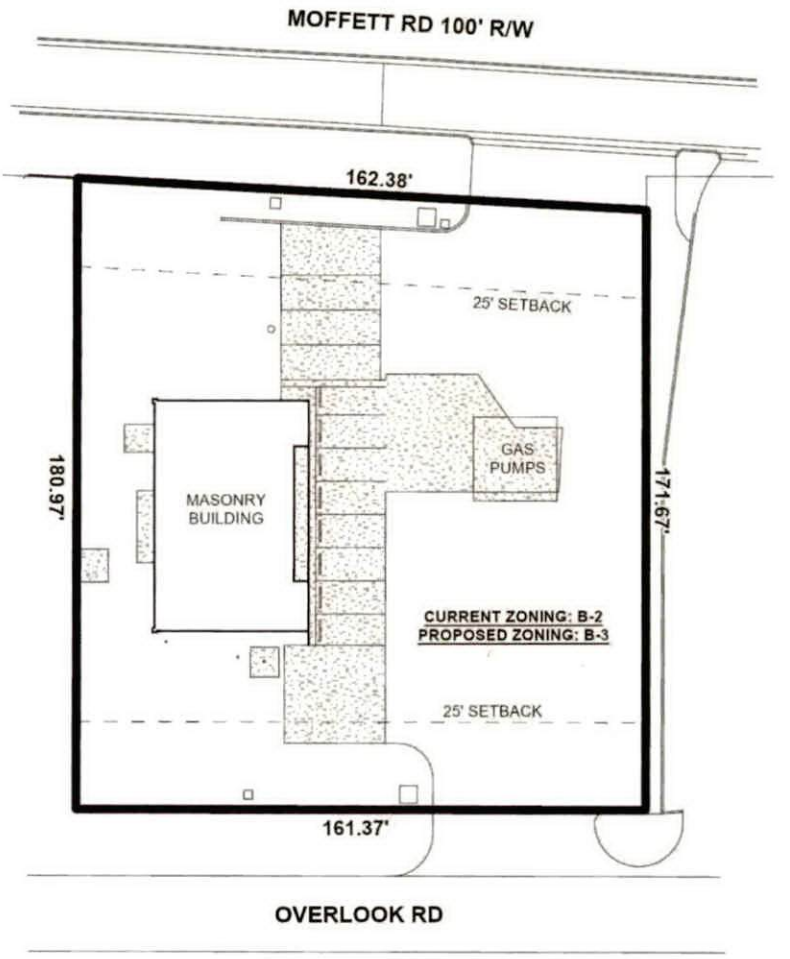
REQUEST Rezoning From B-2 To B-3

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 10 DATE May 21, 2026 APPLICANT MYMS, Inc. (Walid George Harb, Agent) REQUEST Rezoning From B-2 To B-3	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 COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- Commercial
- Office

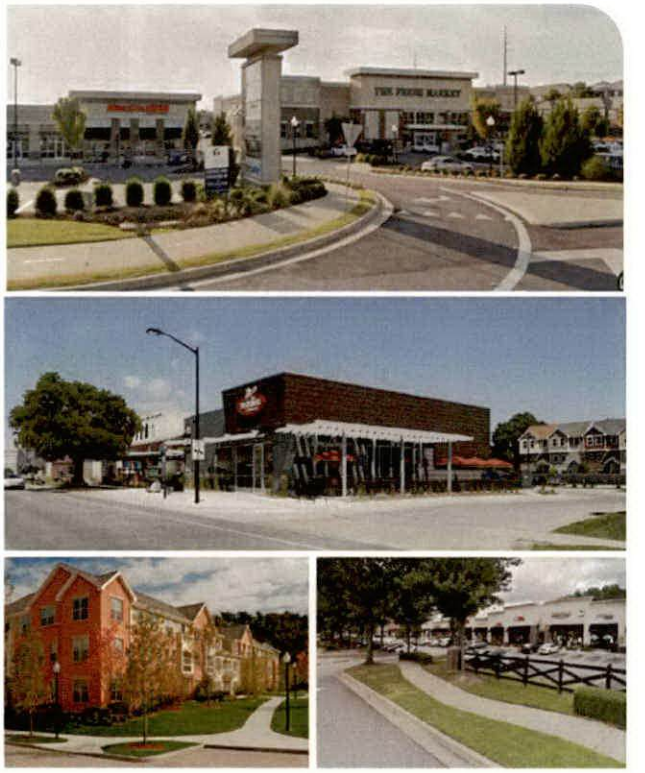
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning for Property
Located at 5361 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 5361 Moffett Road from R-1, Single-Family Residential Urban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS A, B, C, D, E, O, P AND Q, OF A SUBDIVISION IN THE SOUTH 1/2 OF SECTION THREE (3), TOWNSHIP FOUR (4) SOUTH, RANGE TWO (2) WEST, MOBILE COUNTY, ALABAMA, AND FURTHER RECORDED AS PER MAP IN DEED BOOK 156 NS PAGE 125.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the conditions set forth below have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; 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 City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5361 Moffett Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; and 3. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS A, B, C, D, E, O, P AND Q, OF A SUBDIVISION IN THE SOUTH 1/2 OF SECTION THREE (3), TOWNSHIP FOUR (4) SOUTH, RANGE TWO (2) WEST, MOBILE COUNTY, ALABAMA, AND FURTHER RECORDED AS PER MAP IN DEED BOOK 156 NS PAGE 125.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the conditions set forth below have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; 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

Nikita Pleasure
5361 Moffett Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 29, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Nikita Pleasure,** for a change in zoning from **Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3),** for the property located at **5361 Moffett Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report 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

May 22, 2026

Real Estate with Pleasure
ATTN: Nikita Pleasure
[redacted]

Re: 5361 Moffett Road
ZON-UDC-003729-2026
Nikita Pleasure
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Suburban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would not adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

[redacted]

1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code;
2. Denial of vehicular access to Sawada Drive; and
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $298.30. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	1120 Hillcrest Rd 2V	
Email:	[redacted]	
Phone:		
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Shalom Property Group llc	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

5361 Moffett Rd, Mobile, AL 36618 — Property Address

133,294 sq ft (3.06 acres) — Property Area (acres or square feet)

R022905010000000.011 — Parcel Number(s) or Key Number(s)

R — Present Zoning or Transect District

B — 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 — 4/17/2026 Date

Applicant or Agent Signature (if applicable) — 4/17/2026 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 — 4/17/2026 Date

[redacted]

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Site Plan
- ☐ Documentation of compliance with Approval Criteria
- ☐ Neighborhood Meeting Documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

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

   _____
   _____
   _____
   _____

   _____
   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

   _____
   _____
   _____

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

   _____
   _____
   _____

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

[redacted]

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional 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.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

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

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

[redacted]

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The proposal aligns with Map for Mobile by supporting reinvestment along a major corridor (Moffett Rd), encouraging small

   Commercial Corridor / Mixed
   Future Land Use Map (FLUM) Designation

   B
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   The proposed rezoning promotes the health, safety, and welfare of the community by converting an existing residence into a low

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   Conditions along Moffett Road have changed significantly over time, with the corridor evolving from a predominantly residential area to a

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Development trends along Moffett Road show a clear shift toward small offices, retail establishments, churches, and service

2. Describe the surrounding land uses.
   The surrounding area includes a mix of residential and commercial uses. Properties to the north front Moffett Road and are part of the comn

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   The proposed use is low

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The site is adequately served by existing infrastructure. Public water, power, and gas are available, and the property is currently served by an existing septic or sewer connection as noted on the site plan. The proposed office use does not require significant utility demand and will not strain existing infrastructure. Access to the site is safe and appropriate for the intended use.

5. 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.
   he rezoning serves the public interest by improving an underutilized property and providing a neighborhood

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

There are no Specific Area Plans, Neighborhood Plans, regulating plans, or overlay districts that apply to the property at 5361 Moffett Road. The

[redacted]

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

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

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

[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.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

   - ☐ 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.

   _____

   _____

   _____

   _____

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.

   _____

   _____

   _____

   _____

[redacted]

CHECKLIST E

Terminating a Previously Approved Planned Unit Development

The following information is required to evaluate an application for the termination of a previously approved Planned Unit Development (PUD). Please provide a complete response to each item.

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
- ☐ Lighting Plan - Required if parking lot lighting is provided. The plan must demonstrate compliance with the illumination standards of the Unified Development Code.
- ☐ Site Plan - Must show all existing improvements and demonstrate compliance with all applicable requirements of the Unified Development Code.
- ☐ Landscape Plan - Required if the original PUD was approved to allow flexibility from tree planting or landscape area requirements. The plan must be revised, if necessary, to demonstrate compliance with all applicable Unified Development Code Standards.
- ☐ Shared Parking Plan - Required if the original PUD permitted shared parking across multiple building sites. Approval of a Shared Parking Plan must be obtained prior to final approval of the PUD termination.

---

1. Identify all reasons a PUD was required at the time of approval (e.g., multiple buildings on a single site, reduced setbacks, increased site coverage, etc.)

2. Explain how the site will comply with all applicable Unified Development Code requirements (e.g., setbacks, site coverage, landscaping) following termination of the PUD.

3. Identify all conditions or restrictions imposed upon the PUD by the Planning Commission or City Council.

[redacted]

4. Explain how termination of the PUD aligns with neighborhood character and supports the orderly development of surrounding properties.

5. Identify whether termination will create any **nonconforming structures or uses** under the Unified Development Code. If so, explain how these will be addressed.

6. Describe how **vehicular and pedestrian access** will be maintained in compliance with current Unified Development Code standards after PUD termination, including any shared or cross-access arrangements.

7. Confirm the following:

☐ All **utility easements** remain compliant with City requirements and are unaffected by the termination.

☐ All **drainage easements** remain compliant with City requirements and are unaffected by the termination.

☐ All **infrastructure easements** remain complaint with City requirements and are unaffected by termination.

8. If the PUD is only **partially developed,** explain how any undeveloped portions of the site will comply with applicable zoning requirements following termination.

9. Identify any **private covenants, maintenance agreements, or easements** associated with the PUD and explain whether they will remain in effect, be modified, or no longer be necessary.

10. Describe how **open space, stormwater facilities, or public amenities** established under the PUD will be maintained or otherwise addressed following termination.

[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.

This section 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.

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 referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   The meeting will be held on April 27, 2026

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project Real Estate with Pleasure

Address 5361 Moffett Rd

Owner Shalome Property Group llc

Address 1120 Hillcrest Rd Zip Code 36695

P [redacted]

Authorized Agent Nikita Pleasure [redacted]

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

_____

Signature Print

_____ _____

Date Affiliation to project/Organization

[redacted]

The applicant requests the rezoning of 5361 Moffett Road from R-1 to B-3 to allow the adaptive reuse of the existing residence as a small real estate office. The property fronts Moffett Road, a major arterial corridor that has transitioned from primarily residential uses to a mixture of commercial, office, and service-based development. The current R-1 zoning no longer reflects the functional character of the corridor, and the proposed B-3 zoning will allow a low-impact professional office use that is compatible with surrounding properties. The project maintains the existing building footprint and residential scale while adding minor site improvements such as defined parking, ADA access, landscaping, and down-shielded lighting. The proposed use will generate minimal traffic, operate only during standard business hours, and produce no noise, odor, glare, or other adverse impacts. The request is consistent with Map for Mobile, which encourages reinvestment along major corridors, adaptive reuse of existing structures, and the introduction of neighborhood-serving commercial uses in appropriate locations. The rezoning will enhance the appearance and safety of the site, support small-business activity, and contribute positively to the ongoing revitalization of the Moffett Road corridor. All improvements are expected to be completed within six to nine months of approval, and the office will open shortly thereafter. The project preserves the existing structure, introduces compatible site enhancements, and supports the City's goals for responsible land-use transitions and corridor improvement.

Outlook

Nikita Pleasure (ZON-UDC-003729-2026)

[redacted]

Good afternoon,

We have completed our initial review of the Rezoning 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. **Site Plan Requirements:**
   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
   - Aerial photographs are not sufficient.
   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Rezoning site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is insufficient as it does not accurately describe the property. Please refer to your deed or survey for a complete legal description.

4. **DWG File Submission:** If you have not already done so, please have your design professional submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori Aamoth** 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 Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

Outlook

Re: Nikita Pleasure (ZON-UDC-003729-2026)

[redacted]

We're in receipt of the attached documents for the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

If the application fees are paid **by noon on Tuesday, April 21, 2026**, the case will be scheduled for the **May 21, 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.gov.

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

Thank You,
Logan Anderson
Principal Planner II

[redacted]

[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 afternoon, and thank you for your prompt review and feedback. I have attached my site plan and the DWG file. I have also included the 1949 version of the deed for the legal description and current survey; please advise. The neighborhood meeting will be held April 27th. We will upload all supporting documents immediately afterward.

On Mon, Apr 20, 2026 at 12:10 PM Anderson, Logan [redacted] wrote:

> Good afternoon,
>
> We have completed our initial review of the Rezoning 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. **Site Plan Requirements:**
>   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
>   - Aerial photographs are not sufficient.
>   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Rezoning site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is insufficient as it does not accurately describe the property. Please refer to your deed or survey for a complete legal description.

4. **DWG File Submission:** If you have not already done so, please have your design professional submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori Aamoth** 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 Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

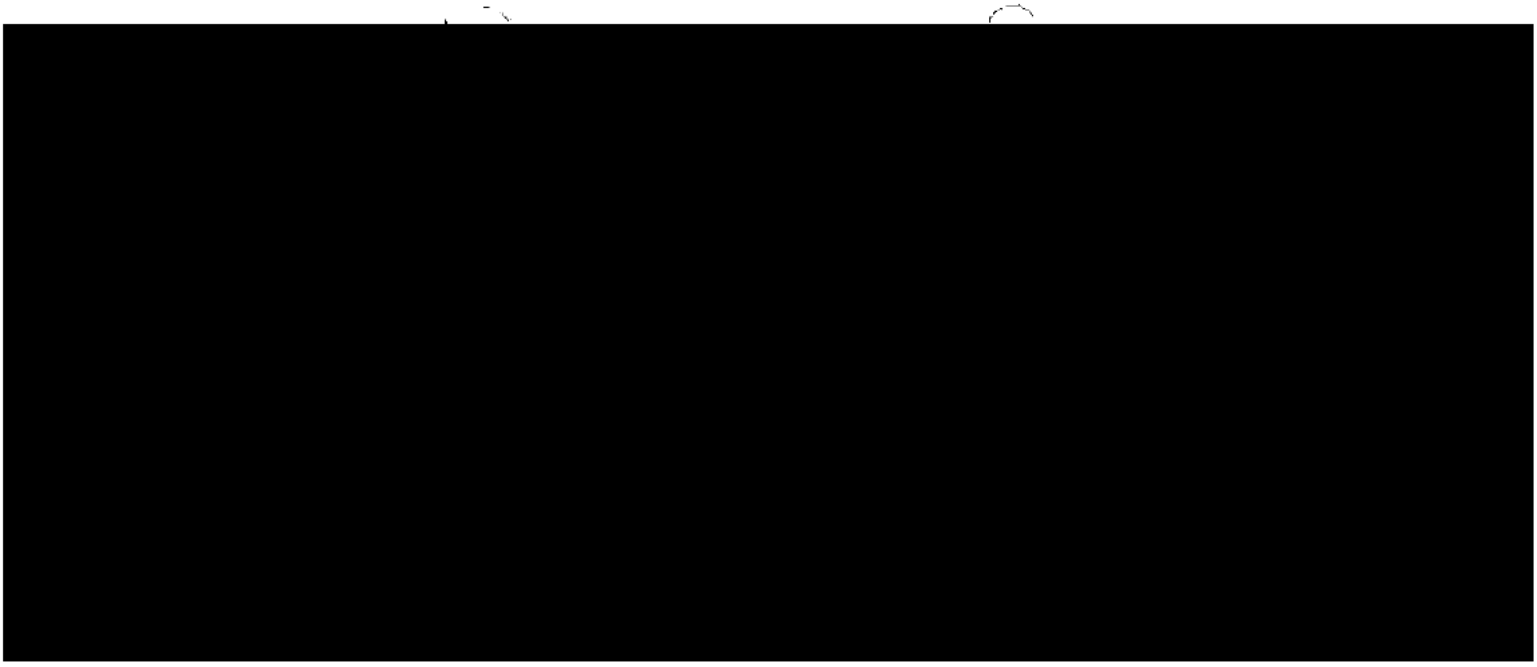
Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II

[redacted]

[redacted]



Notice of Neighborhood Meeting
April 8, 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 Shalom Property Group will be submitting to the Mobile City Planning Commission:

1. **Rezoning Application** – A request to rezone the property at **5361 Moffett Road** from Single-Family Residential Suburban District (R-1) to Community Business District (B-3) to allow the use of the property as a real estate office.
2. *(No additional applications are being submitted at this time.)*

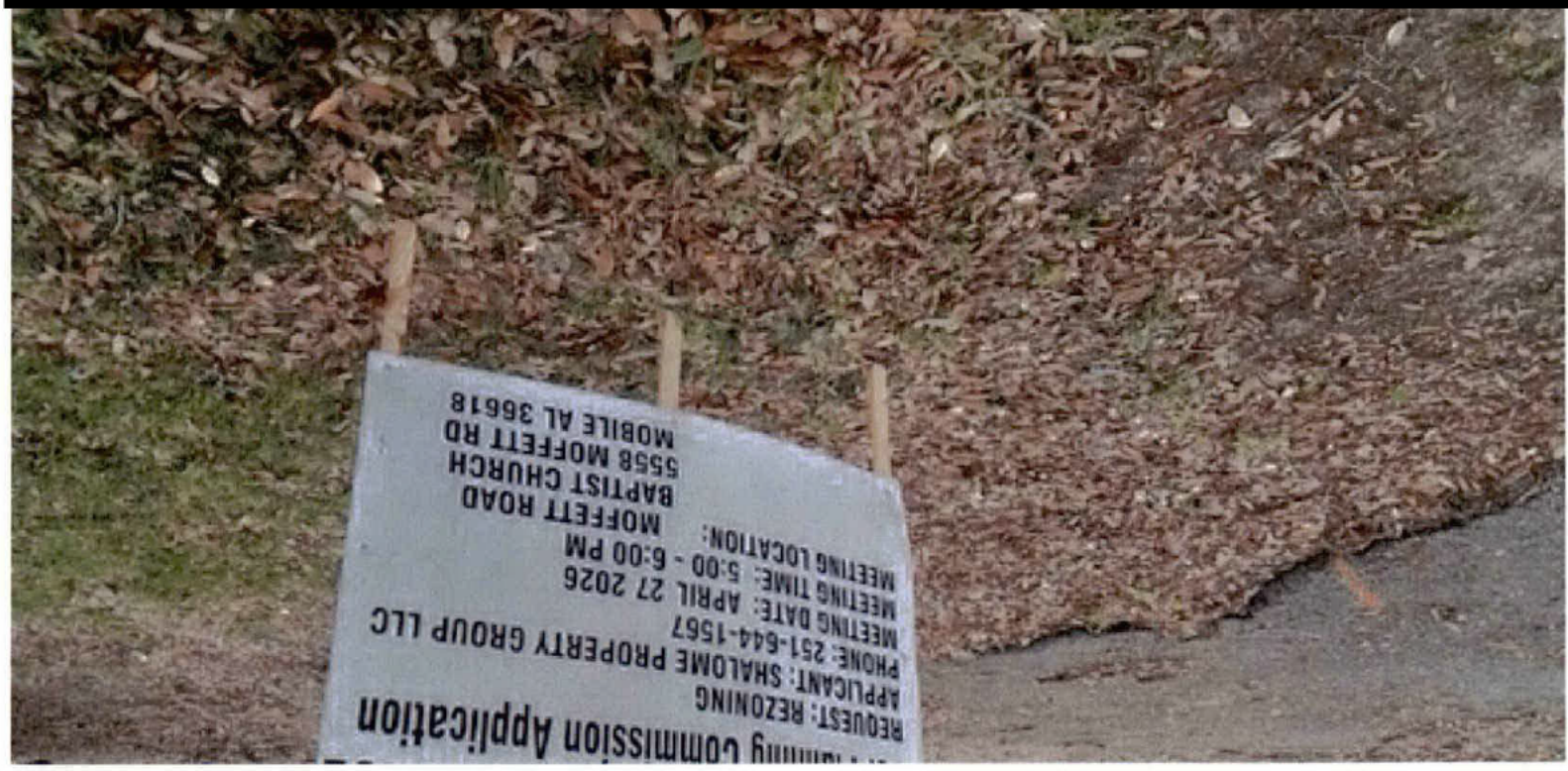
The Neighborhood Meeting will be held at the following time, date, and location:

Date: April 27, 2026
Time: 5:00 PM – 6:00 PM
Location: Moffett Road Baptist Church
Address: 5555 Moffett Road, Mobile, AL

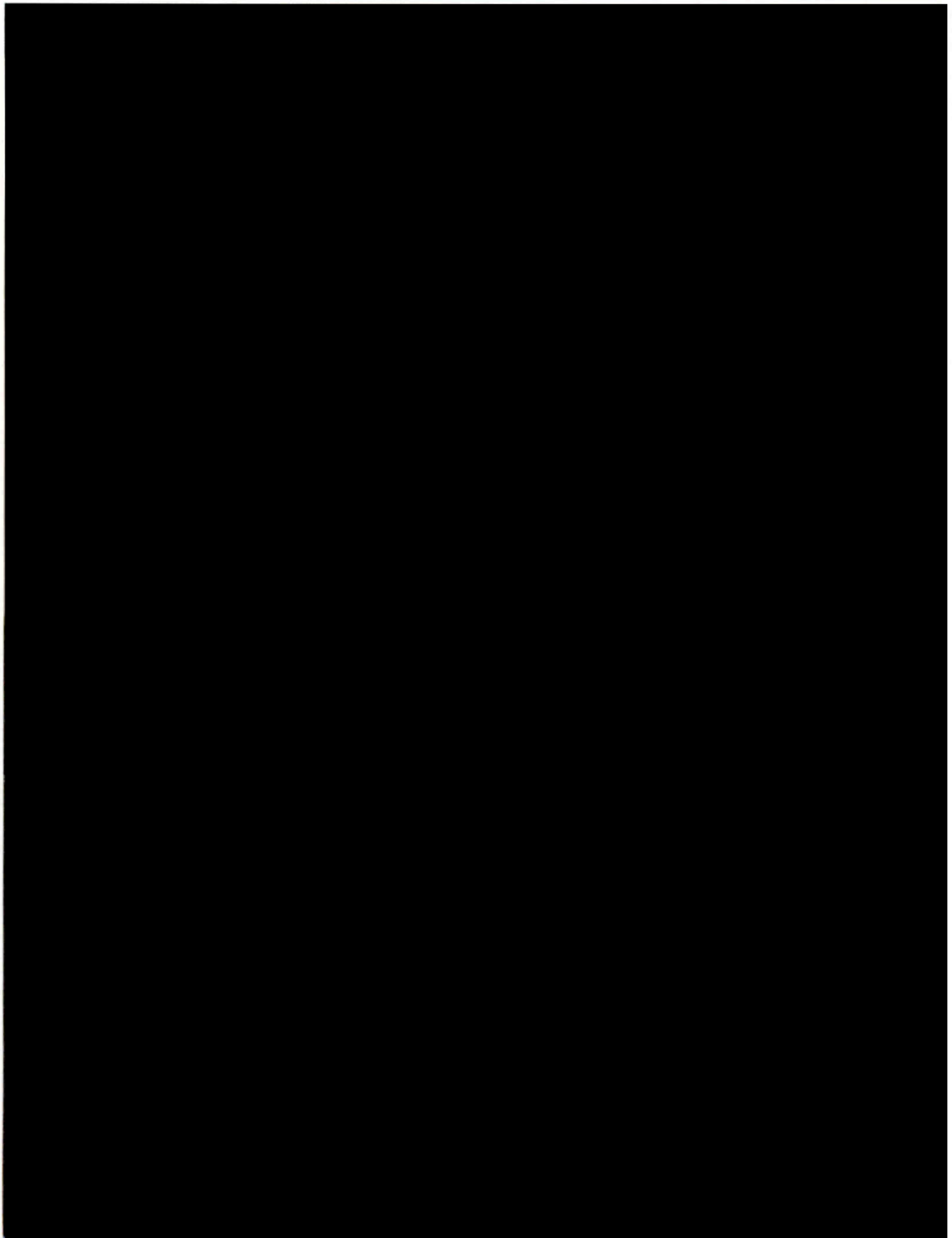
You are receiving this notice because your property is located within 300 feet of 5361 Moffett Road, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Nikita Pleasure
Shalom Property Group
1120 Hillcrest Rd, Suite 2V
[redacted]


Planning Commission Application
REQUEST: REZONING
APPLICANT: SHALOME PROPERTY GROUP LLC
PHONE: 251-644-1567
MEETING DATE: APRIL 27 2026
MEETING TIME: 5:00 - 6:00 PM
MEETING LOCATION: MOFFETT ROAD
BAPTIST CHURCH
5558 MOFFETT RD
MOBILE AL 36618


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
REQUEST: REZONING
APPLICANT: SHALOME PROPERTY GROUP LLC
PHONE: 251-644-1567
MEETING DATE: APRIL 27 2026
MEETING TIME: 5:00 - 6:00 PM
MEETING LOCATION: MOFFETT ROAD BAPTIST CHURCH 5558 MOFFETT RD MOBILE AL 36618
Live effect
Erase shadows
Remaster



Neighborhood Meeting Sign-In Sheet

Date: _____ Meeting Location: _____

Applicant: _____ Application(s): _____



Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

NEIGHBORHOOD MEETING PACKET

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Important Notice:

This packet outlines the requirements for conducting a Neighborhood Meeting. **Please read all instructions carefully and ensure that every requirement is met.** Even minor errors can result in your meeting being deemed invalid, which may prevent your application(s) from being placed on the Planning Commission agenda.

Common issues include but are not limited to listing an incorrect meeting date in your notice, holding the meeting at an unapproved location, failing to conduct the meeting indoors, or using signage with lettering that is too small.

Examples of signs, meeting notices, sign-in sheets, and summary sheets are included for reference. These are provided as general guides only and do not reflect the specific details of your application.

If you have any questions, please contact the Planning and Zoning Department for assistance. Doing so can help avoid delays in the review of your application.

Em[redacted]

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 4/30/2026

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):

_____

_____

Neighborhood Meeting Date: 4/23/2026

Neighborhood Meeting Time: 5:00-6:00

Neighborhood Meeting Location: Moffett Road Baptist Church
5558 Moffett Rd. Mobile AL 36618

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: Shalom Property Group llc
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 4/30/2026

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.

Neighborhood Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any **Rezoning** to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a **Planned Development** (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any **Conditional Use Permit**.

Timing. Neighborhood Meetings must be held as follows:

1. **No more than 60 days** prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held **no less than 21 days** prior to the Planning Commission meeting for which an application is filed.

   ***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s). ***Minimum height for letters is four inches (4") for uppercase letters and three inches (3") for lowercase letters.**
   c. Signs are to be placed **no more than 30 days** before, and **no less than 10** calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting **no less than 15 days** before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building such as a school, library, community center, or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed site but not more than a distance of one (1) mile from the proposed site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility with the prior approval of the Director.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. A Neighborhood Meeting must be scheduled to last at least one (1) hour, **even if no one is in attendance.**
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
    a. Dated photograph(s) of the posted sign(s);
    b. The address list of neighboring property owners to whom notice of the meeting was sent;
    c. A copy of the notice sent to neighboring property owners;
    d. The date and location of the meeting;
    e. A sign-in sheet documenting meeting attendance;
    f. Written summary or minutes of the meeting;
    g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted **no less than 15 days** before the Planning Commission meeting date.
    a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
    b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
    c. **Holdovers will be charged another application fee,** including postage for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

__X__ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

__X__ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

__X__ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

__X__ Neighborhood Meeting held.

__X__ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- __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

__X__ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

__X__ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

SEPTEMBER 18, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 18th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 21, 2025 (Monday)	August 28, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 6, 2025 (Sunday)	August 13, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 21, 2025 (Saturday)	July 29, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 11, 2025 (Friday)	August 18, 2025 (Monday)

OCTOBER 16, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the October 16th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
August 18th (Monday)	September 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
August 3rd (Sunday)	September 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
July 19th (Saturday)	August 26th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
August 8th (Friday)	September 15th (Monday)

NOVEMBER 20, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the November 20th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
September 22nd (Monday)	October 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
September 7th (Sunday)	October 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
August 23rd (Saturday)	September 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
September 12th (Friday)	October 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

DECEMBER 18, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the December 18th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
October 20th (Monday)	November 26th (Wednesday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
October 5th (Sunday)	November 11th (Tuesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
September 20th (Saturday)	October 27th (Monday)
Latest Posting of Signs:	**Latest Posting of Signs:**
October 10th (Friday)	November 16th (Sunday)

JANUARY 15, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the January 15th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
November 17, 2025 (Monday)	December 24, 2025 (Wednesday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
November 2, 2025 (Sunday)	December 9, 2025 (Tuesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
October 18, 2025 (Saturday)	November 24, 2025 (Monday)
Latest Posting of Signs:	**Latest Posting of Signs:**
November 7, 2025 (Friday)	December 14, 2025 (Sunday)

FEBRUARY 19, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the February 19th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
December 22, 2025 (Monday)	January 29, 2026 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
December 7, 2025 (Sunday)	January 14, 2026 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
November 22, 2025 (Saturday)	December 30, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
December 12, 2025 (Friday)	January 19, 2026 (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

MARCH 19, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the March 19th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
January 19, 2026 (Monday)	February 26, 2026 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
January 4, 2026 (Sunday)	February 11, 2026 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
December 20, 2025 (Saturday)	January 27, 2026 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
January 9, 2025 (Friday)	February 16, 2026 (Monday)

APRIL 16, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the April 16th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
February 18th (Wednesday)	March 26th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
February 3rd (Tuesday)	March 11th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
January 19th (Monday)	February 24th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
February 8th (Sunday)	March 16th (Monday)

MAY 21, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the May 21st Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
March 23rd (Monday)	April 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
March 8th (Sunday)	April 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
February 21st (Saturday)	March 31st (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
March 13th (Friday)	April 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

JUNE 18, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the June 18th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
April 20th (Monday)	May 28th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
April 5th (Sunday)	May 13th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
March 21st (Saturday)	April 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
April 10th (Friday)	May 18th (Monday)

JULY 16, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 16th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
May 18th (Monday)	June 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 3rd (Sunday)	June 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 18th (Saturday)	May 26th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 8th (Friday)	June 15th (Monday)

AUGUST 20, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 20th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
June 22nd (Monday)	July 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 7th (Sunday)	July 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 23rd (Saturday)	June 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 12th (Friday)	July 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

SEPTEMBER 17, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 17th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
July 20th (Monday)	August 27th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 5th (Sunday)	August 12th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 20th (Saturday)	July 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 10th (Friday)	August 17th (Monday)

FINDING A NEIGHBORHOOD MEETING LOCATION WITHIN A 1-MILE RADIUS

A Step-by-Step Guide

Step 1. Using a desktop computer open your web browser and click on the following link: Neighborhood Meeting Site Locator *(see Figure 1)*

Step 2. Click on **"Find address or place."** *(see Figure 2)*

Step 3. Type in the address of the project location and hit **"Enter"** on your keyboard. *(see Figure 3)*

Step 4. Click the **Export** button. *(see Figure 4)*

Step 5. Under **"File Type,"** select desired file format (PDF recommended). *(see Figure 5)*

Step 6. To download the list of eligible meeting locations, click the **Export** button. (see Figure 6)

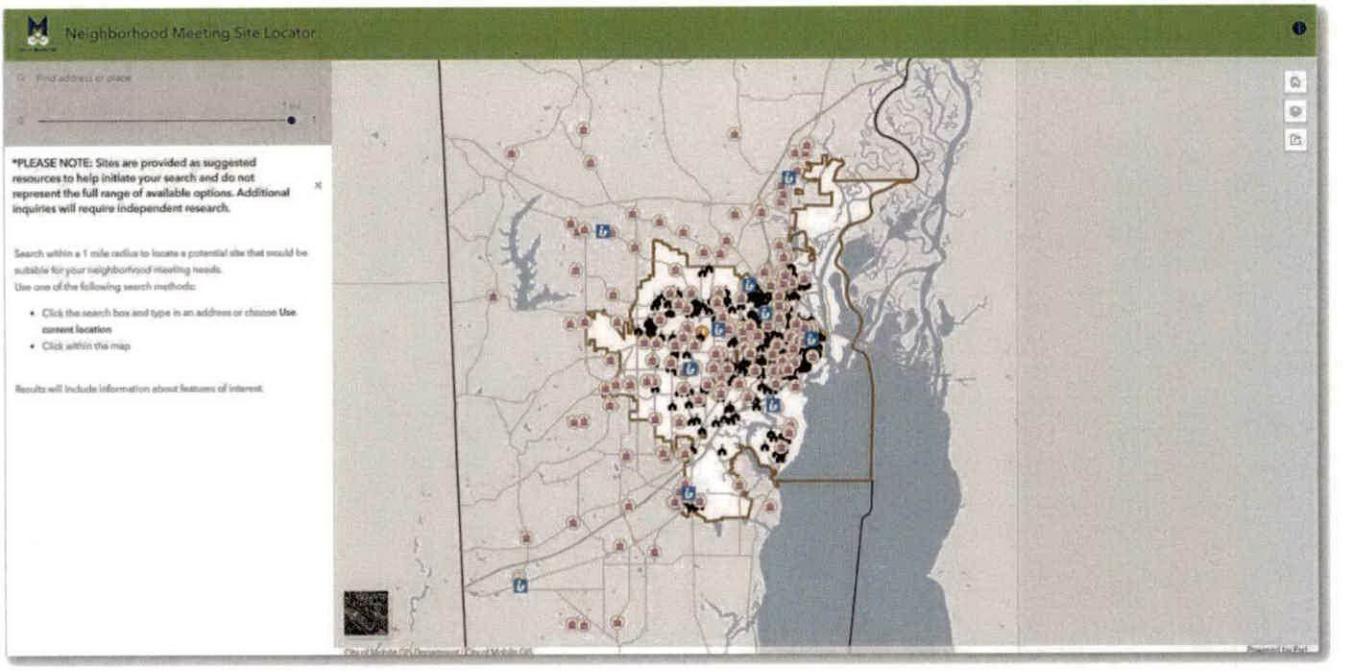


Figure 1

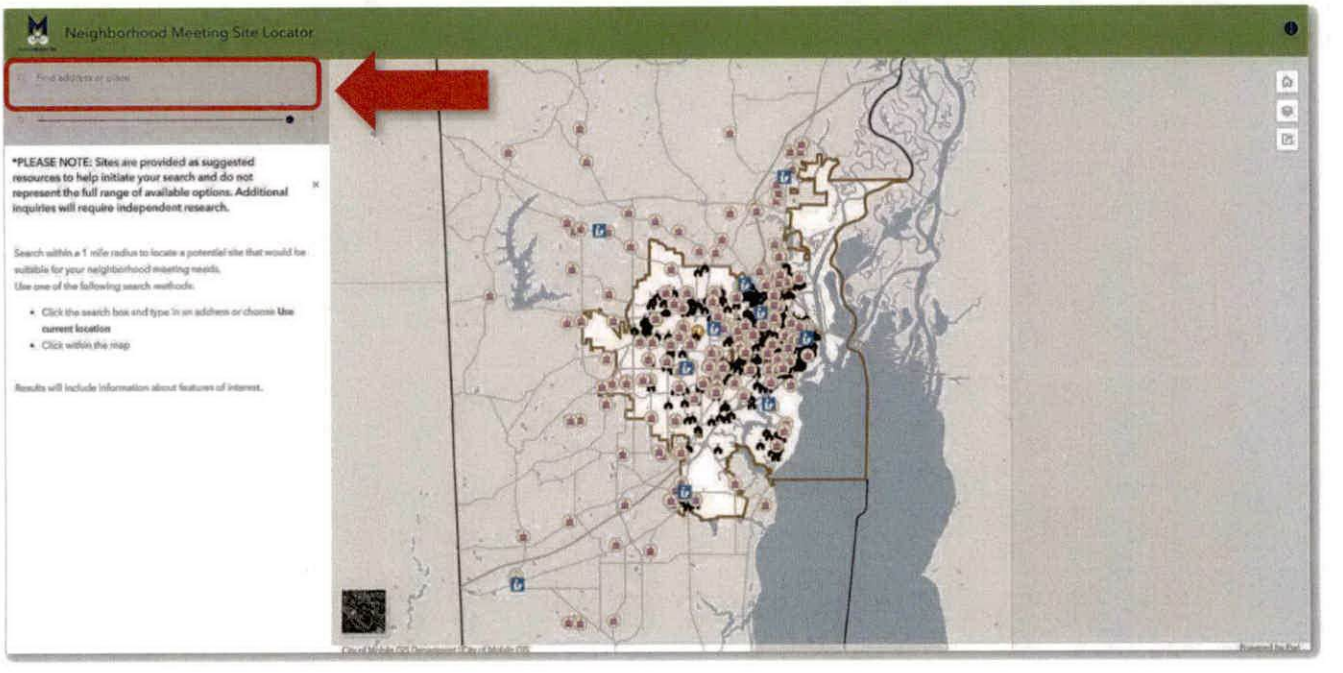


Figure 2



Figure 3

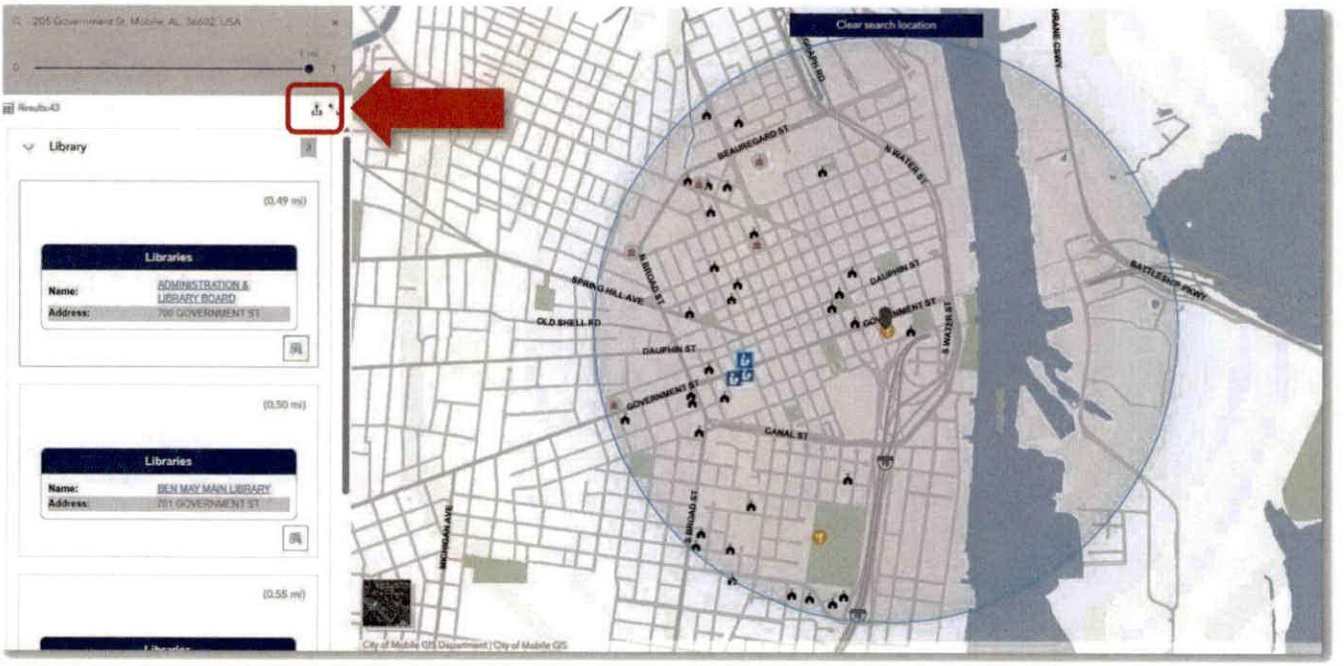


Figure 4

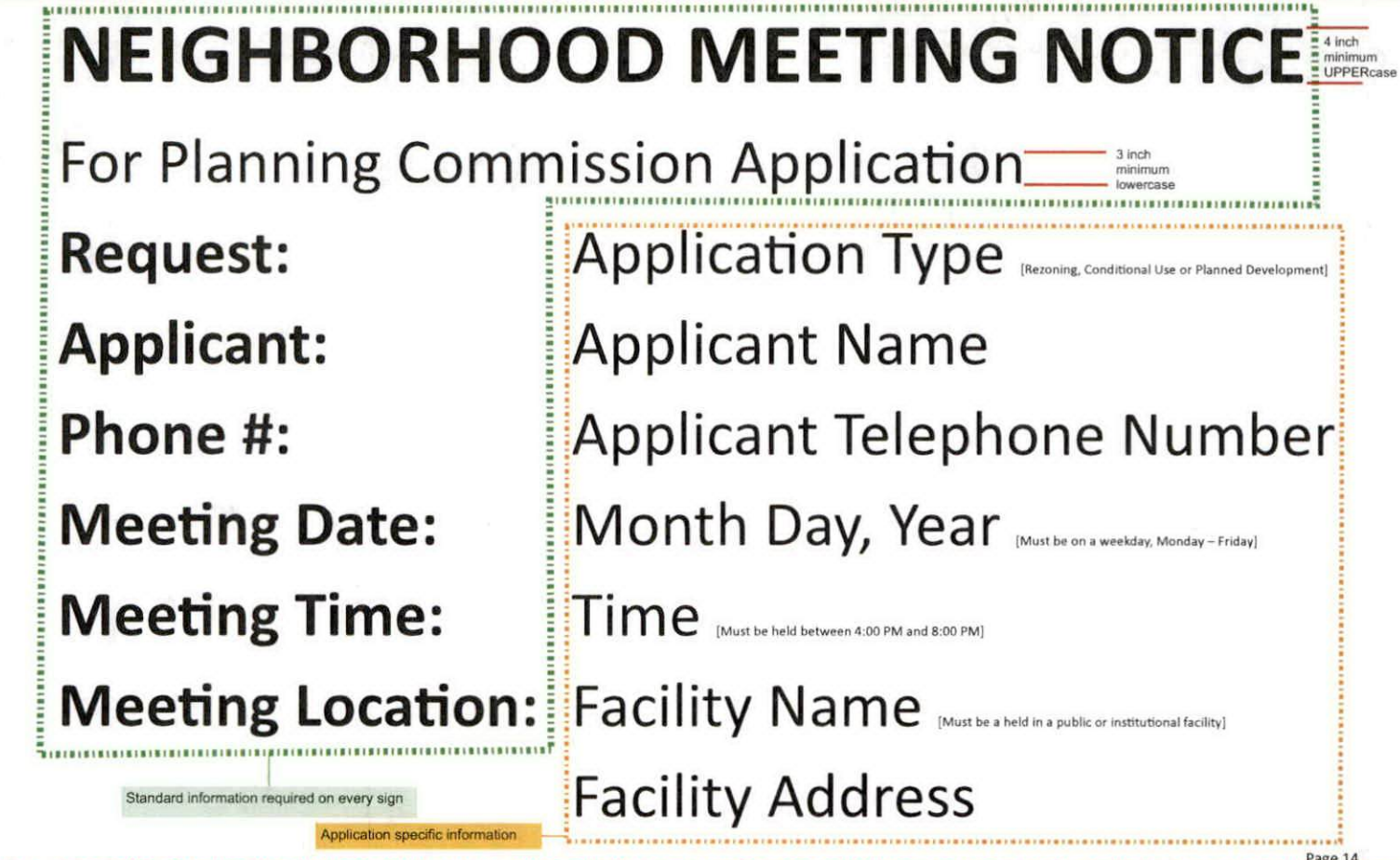


Figure 5



Figure 6

ALL LETTERS ON THE REQUIRED SIGN MUST MEET THE LETTERING SIZE REQUIREMENTS (4" UPPERCASE & 3" LOWERCASE)



Page 14

ALL LETTERS ON THE REQUIRED SIGN MUST MEET THE LETTERING SIZE REQUIREMENTS (4" UPPERCASE & 3" LOWERCASE)

FINDING OWNER INFORMATION WITHIN A 300' BUFFER

A Step-by-Step Guide

Step 1. Using a desktop computer open your web browser and navigate to: [redacted]

Step 2. Click "Mapping Application" *(See Figure 2)*

Step 3. Under **"Mapping Applications,"** select **"Public Notification – Property Owners."** *(See Figure 3)*

Step 4. Use the map to zoom in to your property, **or** enter the property address in the search bar. *(See Figure 4)*

Step 5. Click the **Polygon Tool** *(See Figure 5)*. With your mouse, trace the outline of your property by clicking along each property line. Place points as accurately as possible to match the shape of the property. *(See Figure 6)*

Step 6. When you've finished outlining the property, double-click to complete the shape. A solid blue polygon will appear, highlighting all properties within 300 feet. *(See Figure 7)*

Step 7. To download the list of highlighted properties, click the **Export** button and select **"Export to CSV."** *(See Figure 8)*

Completing **Step 7** allows you to download the results as a file that can be opened in **Microsoft Excel**. This file will include a list of all properties within 300 feet of your subject site, along with the associated property owner information.
Once opened in Excel, you may simplify the list by:

- Keeping only the columns that show **owner names** and **mailing addresses**
- Removing **duplicate entries**
- Deleting any **unnecessary information**

Important Notice:

Property ownership can change due to recent sales. As a result, the owner information obtained using this tool may not always reflect the most current records. When submitting mailing labels with an application, it is the **applicant's responsibility** to ensure that all labels are accurate and complete.

For assistance with verifying current ownership information, please contact the **Mobile County Probate Court** or the **Mobile County Revenue Commission**.

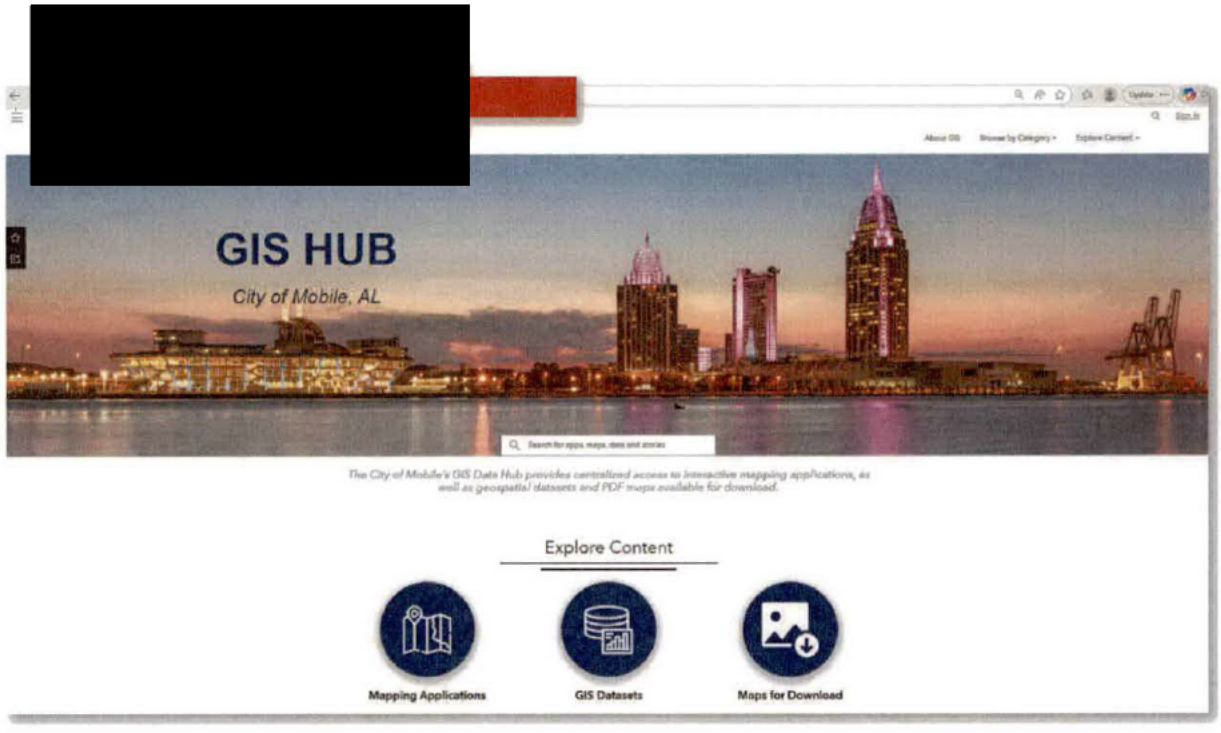


Figure 1

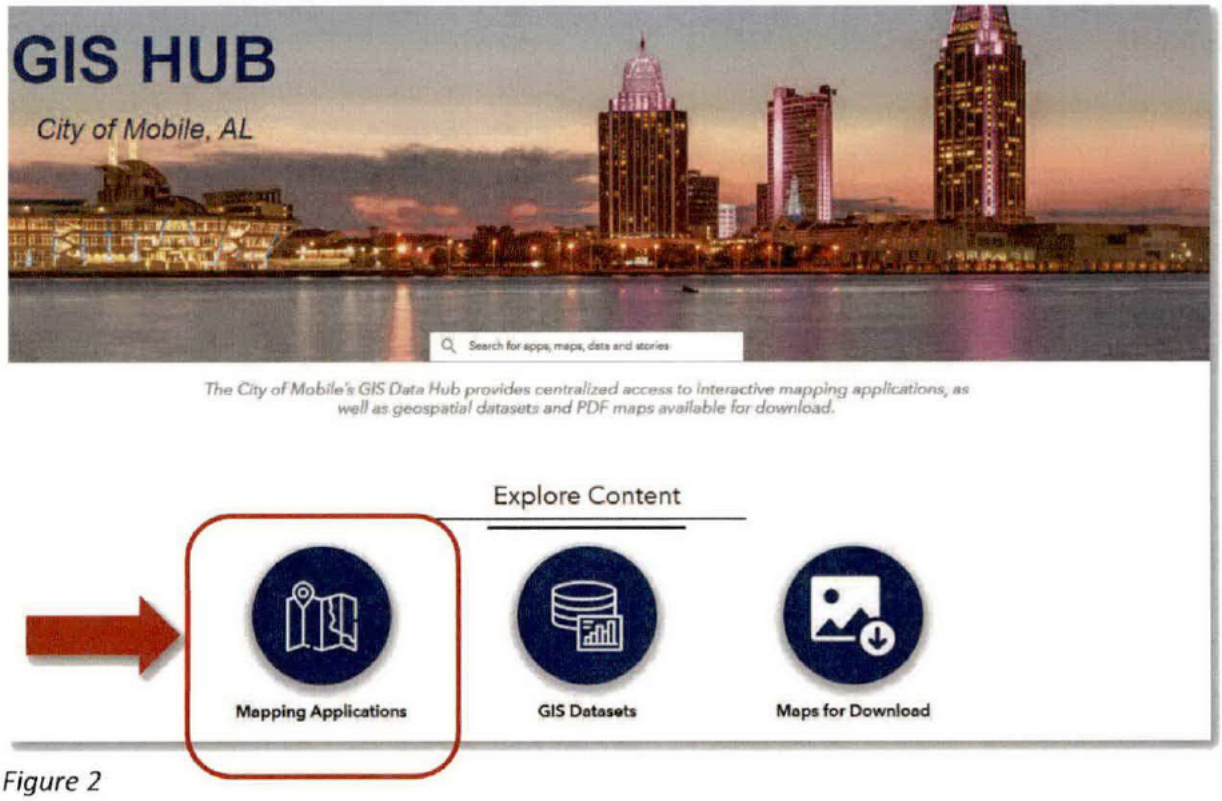


Figure 2

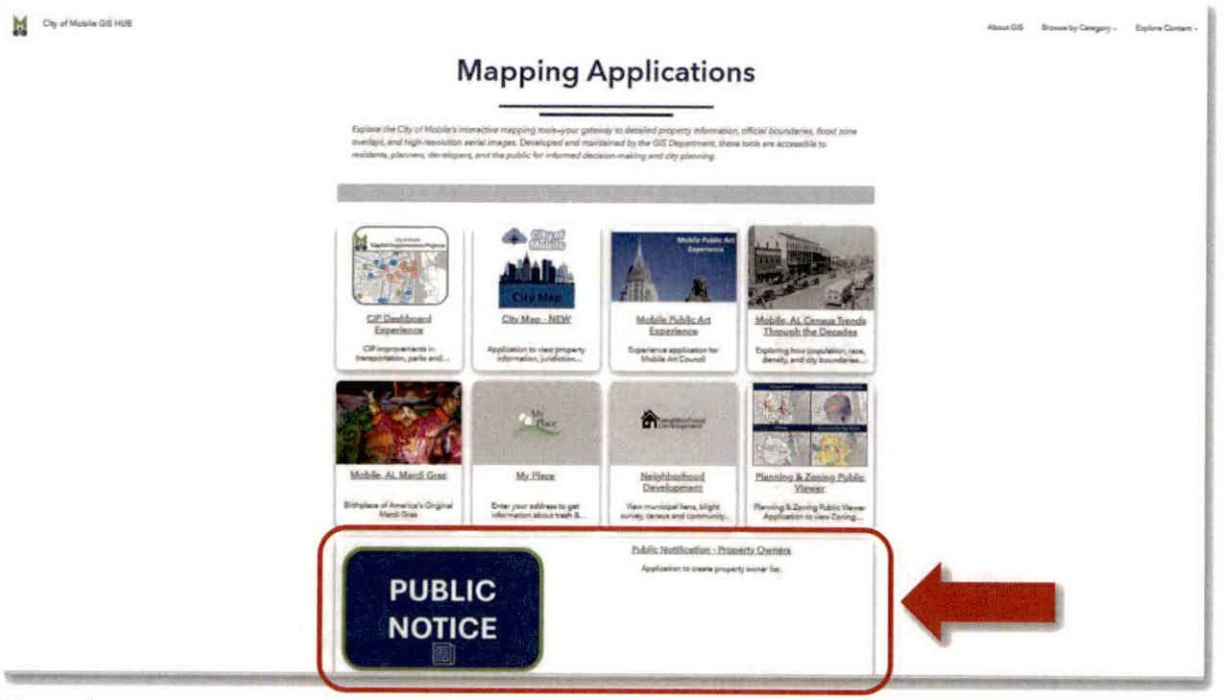


Figure 3

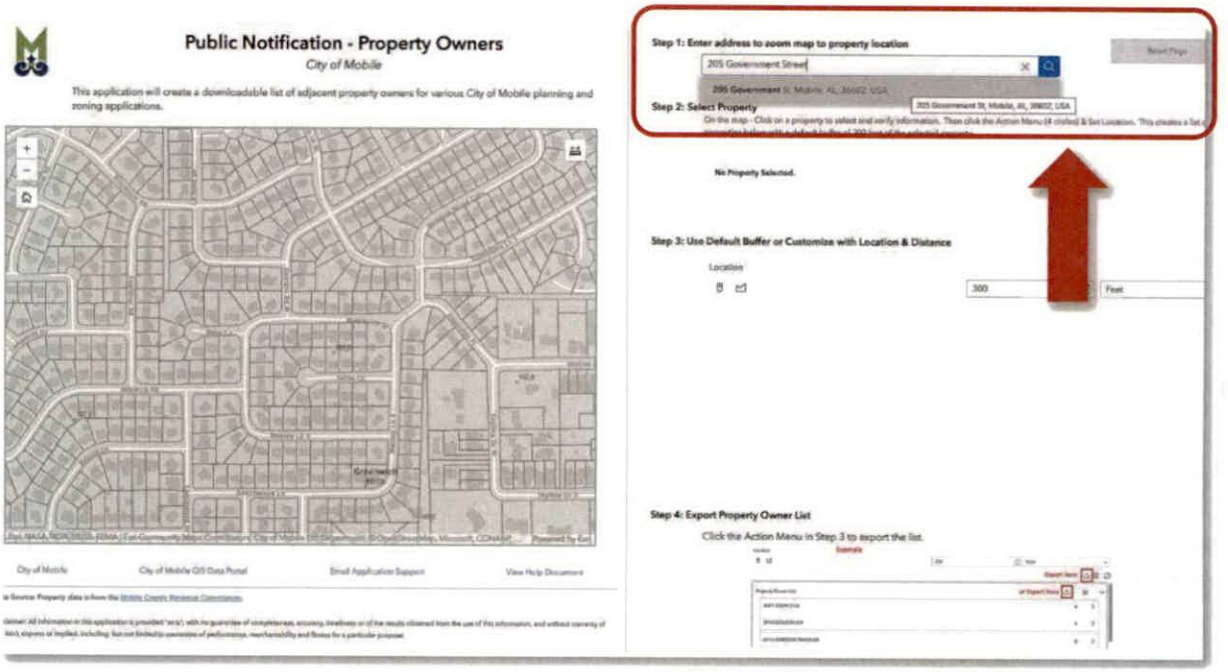


Figure 4

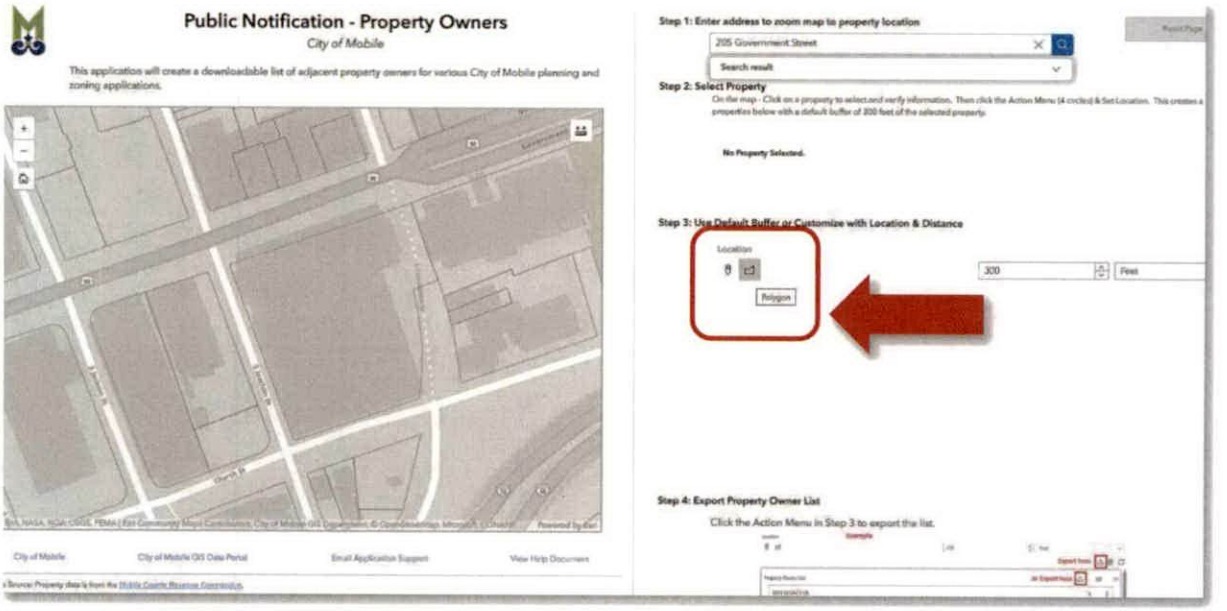


Figure 5

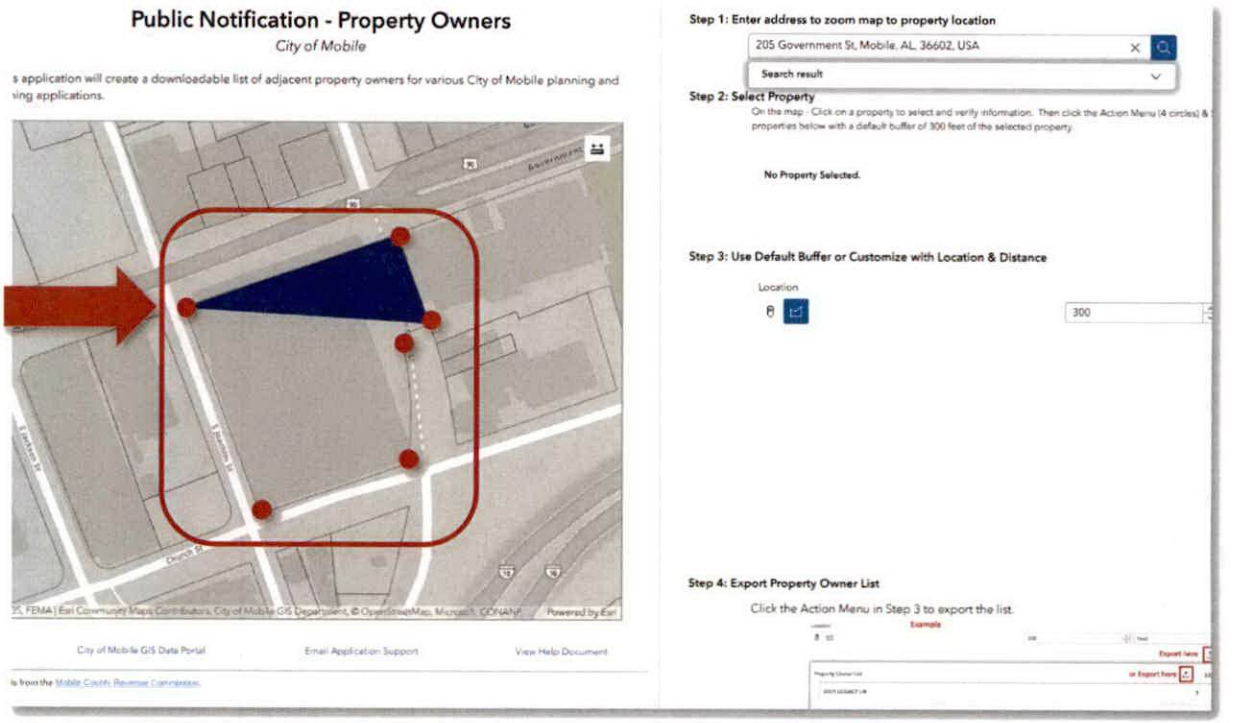


Figure 6

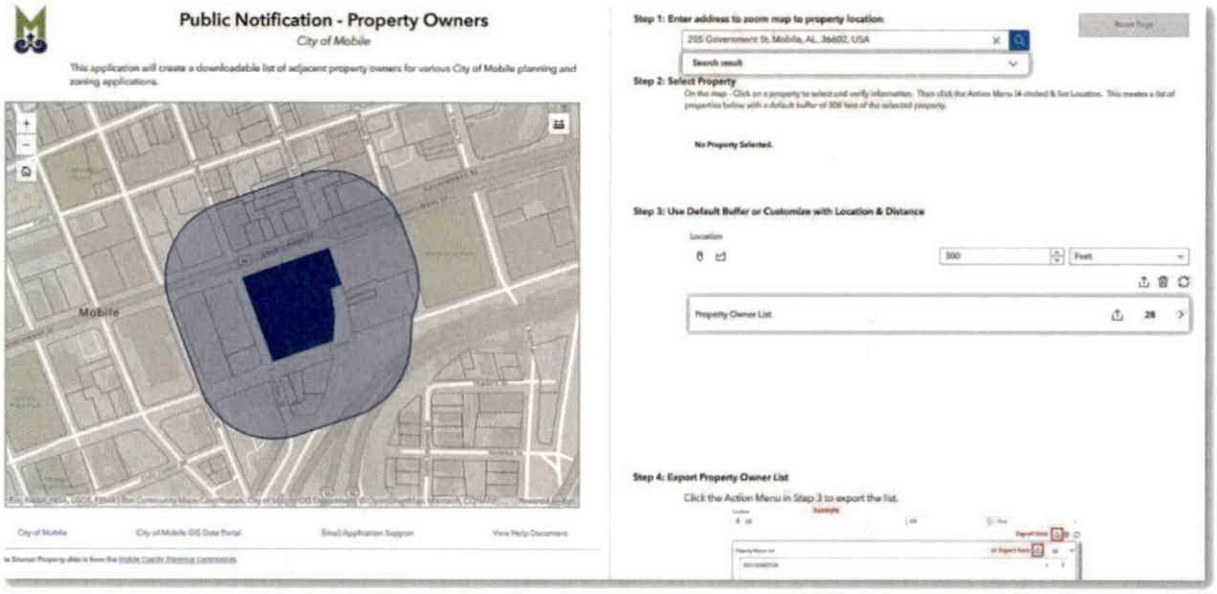


Figure 7

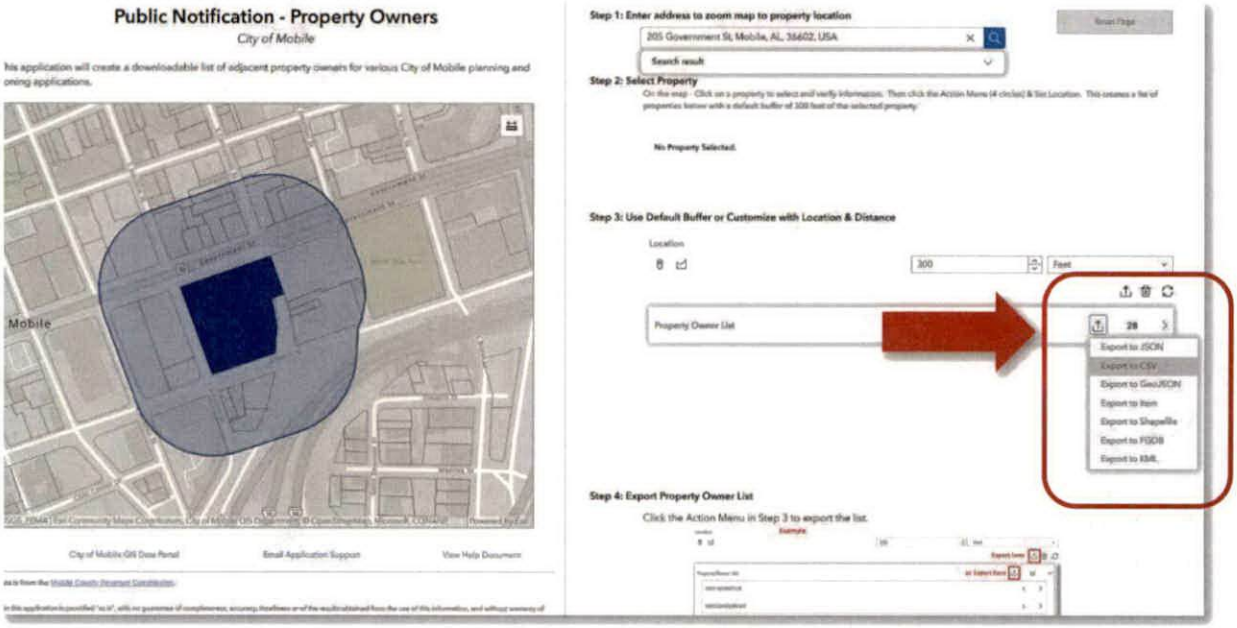


Figure 8

Notice of Neighborhood Meeting
[Date of Notice]

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **[Applicant's Name]** will be submitting to the Mobile City Planning Commission:

(1) [Application (e.g. Zoning Change to rezone the property at [Address] from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1))].

(2) [Application (e.g. Conditional Use Permit approval to allow use of the property located at [Address] as a Bed and Breakfast)].

The Neighborhood Meeting will be held at the following time, date, and location:

[Date]

[Time]

[Location]

You are receiving this notice because your property is located within 300 feet of **[Address of Subject Site]**, 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,

[Applicant/Agent's Signature]

[Applicant/Agent Name]
[Applicant/Agent's Company, if applicable]
[Applicant/Agent's Address]
[Applicant/Agent's Email Address]

SAMPLE

Neighborhood Meeting

Date: 4/23/2026

Time: 5:00

Location of Neighborhood Meeting: 5558 Moffett Rd Mobile 36618

Project Location: 5361 Moffett RD

Project/Application (e.g. Rezoning from R-1 to B-1):
Rezoning From R-1 To B-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: .4/23/2026

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 4/23/2026

Meeting Time: 5:00-6:00

Meeting Location: 5558 Moffett RD
Moffett Rd. Baptist Church

Below is a summary of the proposed project presented at the Neighborhood Meeting:

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

A poster of the site plan and potential lighting plan was posted during the meeting but not distributed.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

The residents were greeted by me, Nikita Pleasure and my assistant Bridget Lewis. We started the meeting by explaining our plans for opening a real estate office. We explained the location of the proposed addition of a larger office and a personal storage space on the property.

Shortly into the meeting we realized that most of the residents had confused our project with the one next door. The majority of the meeting was spent defending that we had no affiliation present or future which the project next door. They dont want McIntyre opened up as a street to Moffet rd. Finally,

Neighborhood Meeting Summary
Date: 4/23/2026
Applicant: Shalom Property Group llc
Meeting Location: 5558 Moffett rd
Application: Rezoning

(Meeting summary, continued)
The only remarks we got concerning my project was about lighting. Brian Kelly and Tomika Hughes wanted to make sure that their backyards remain dark . Multiple residents were excited to see the property cleaned off. The residents also stated they would not have shown up if they had realized it had nothing to do with the vacant lot next door.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:00

Applicant's signature attesting to the accuracy of this summary:

X _____ **Date:** 4/23/2026

Anchor Title, LLC
ALTA Universal ID 1070260
3173-B Dauphin Street
Mobile, AL 36606

File No./Escrow No.:	ATC28585
Print Date & Time:	December 26, 2025 at 08:14 AM
Officer/Escrow Officer:	Tracy Williamson
Settlement Location:	[redacted]
Property Address:	
Buyer:	Shalom Property Group, LLC
Seller:	Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet W. Wallen nka Janet Lynn Woodyard, and Marsha W. Hawkins
Lender:	
Settlement Date:	December 26, 2025
Disbursement Date:	December 26, 2025

Description			Seller Debit	Seller Credit
Financial				
Sale Price of Property				$ 120,000.00
Prorations/Adjustments				
County Taxes 10/01/25 to 12/26/25			$ 261.17	
Loan Charges to				
Other Loan Charges				
Impounds				
Title Charges & Escrow / Settlement Charges				
Title - Owner's Title Insurance to Anchor Title, LLC Coverage: $ 120,000.00 Premium: $ 410.00			$ 410.00	
Title - Abstract Fee	to	RPR, LLC	$ 145.00	
Title - Attorney Fee	to	RPR, LLC	$ 125.00	
Title - Notary Fee	to	Nationwide Signing Services	$ 150.00	
Title - Seller Verification Fee	to	CertifID	$ 40.00	
Title - Courier Fee	to	Anchor Title, LLC	$ 70.00	
Title - Owner's Policy Processing			[redacted]	

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		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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ALTA Settlement Statement Seller - Continued

		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement
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Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hewkins

Tracy Williamson, Escrow Officer

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		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julia E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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ALTA Settlement Statement Seller - Continued

		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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(251126585.PFD/ATC28585/22)
Printed on 12/26/25 at 08:14 AM

		Debit	Credit
Recording Fees	to Mobile County Register of Deeds	$ 25.75	
Deed:$20.50 Mortgage:$0.00 E-Recording Fee:$5.25			
City/County Tax/Stamps	to Mobile County Register of Deeds	$ 120.00	
Payoffs			
Miscellaneous			
Survey $ 900.00 Paid by Wellhouse Real Estate, LLC Mobile	to Stewart Surveying		
Subtotals		$ 120,522.75	$ 1,261.17
Balance Due FROM			$ 119,261.58
TOTALS		$ 120,522.75	$ 120,522.75

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Shalom Property Group, LLC

BY: Nikita Pleasure, Member

Nikita Pleasure, Member

Tracy Williamson, Escrow Officer

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ATC28585

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **KAREN W. ALLEN,** a married woman, and **KATHRYN BATES POWELL,** a widowed woman, and **JULIE E. MULLEN,** a widowed woman, and **JANET W. WALLEN,** a single woman, and **MARSHA W. HAWKINS,** a divorced woman, hereinafter called the **GRANTORS**, for and in consideration of the sum of **ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($120,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTORS** by **SHALOM PROPERTY GROUP, LLC,** an Alabama limited liability company, hereinafter called the **GRANTEE,** does hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto the said **GRANTEE,** subject to the provisions hereinafter contained, all that real property in said County, State of Alabama, described as follows to-wit:

Beginning at the Southwest corner of Lot 23 Revised Overlook Heights Map Book 10, Page 265, in the Office of the Judge of Probate, Mobile County, Alabama. Thence run South 48°58'11" West along the West right of way line of Sawada Dr. (50' R/W) for 37.54 feet to a point; thence run North 38°24'31" West for 39.62 feet to a point; thence run South 49°33'44" West for 139.65 feet to a point; thence run North 41°00'11" West for 285.73 feet to a point; thence run North 49°15'29" East for 425.20 feet to the South right of way line of Moffett Road (R/W Varies): thence run South 41°04'33" East long the South right of way line for 324.62 feet to a point; thence run South 48°58'11" West for 250.22 feet to the point of beginning.

Property address: 5361 Moffett Road, Mobile, AL 36618

If married, Grantors hereby certify that the above described property does not constitute her homestead or the homestead of her respective spouse.

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
3. Easement to Alabama Power Company by instrument dated May 24, 1955 and recorded in Deed Book 647, Page 4.
4. Easement to Alabama Power Company by instrument dated April 30, 1956 and recorded in Deed Book 694, Page 342.
5. Pipeline Easement granted to Water Works Board of the City of Mobile by instrument dated March 16, 1951 and recorded in Deed Book 741, Page 495.
6. Right of way deed to the State of Alabama by instrument dated April 02, 1982 and recorded in Real Property Book 2338, Page 877.
7. Any portion of the subject property which may lie within the Right of Way of Moffatt Road.
8. Any claim arising by reason of the difference in record and calculated distances and bearings of lot lines as shown on the survey dated December 18, 2025 by Stewart Surveying, Inc.

TOGETHER WITH ALL AND SINGULAR rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said **GRANTEE** and to the successors and assigns of said **GRANTEE,** in fee simple, **FOREVER.**

AND, except as to the above and taxes hereafter falling due, which are assumed by the **GRANTEE,** the **GRANTORS** for **GRANTORS** and for the heirs and assigns of **GRANTORS,** do hereby **COVENANT AND WARRANT** to and with the said **GRANTEE** and the successors and assigns of said **GRANTEE,** that **GRANTORS** are seized of an indefeasible estate in fee simple in and to said real property, and has a good and lawful right to sell and convey the same; that **GRANTORS** are in quiet and peaceable possession thereof; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and **GRANTORS** do hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property, and the possession thereof, unto the said **GRANTEE,** and the successors and assigns of said **GRANTEE,** against the lawful claims and demands of all persons whomsoever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 26 day of Dec **2025.**

Karen W. Allen
KAREN W. ALLEN

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned **KAREN W. ALLEN** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 26 day of December, 2025.

NOTARY PUBLIC
My Commission Expires: 1/11/26

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29 day of Dec **2025.**

KATHRYN BATES POWELL

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned **KATHRYN BATES POWELL** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29 day of December, 2025.

NOTARY PUBLIC
My Commission Expires: 1/11/26

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29 day of December 2025.

JULIE E. MULLEN

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned **JULIE E. MULLEN** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29th day of December, 2025.

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

NOTARY PUBLIC
My Commission Expires 03/19/2029

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 26 day of Dec 2025.

Janet Lynn Woodyard

JANET W. WALLEN now known as
JANET LYNN WOODYARD

STATE OF California

COUNTY OF Orange

Before me, the undersigned **JANET W. WALLEN** now known as **JANET LYNN WOODYARD** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29 day of December, 2025.

BRET R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

NOTARY PUBLIC
My Commission Expires: 1/7/28

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29th day of December 2025.

MARSHA W. HAWKINS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned **MARSHA W. HAWKINS** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29th day of December, 2025.

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

NOTARY PUBLIC
My Commission Expires: 8/23/27

This instrument prepared by:
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800

Grantors' Mailing Address:
Marsha W Hawkins
1916 Cedar Run Ct
Plant City FL 33563

Grantee's Mailing Address:

OWNER'S AFFIDAVIT

Seller: Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
Buyer: Shalom Property Group, LLC
Date: 12/22/25
Property: 5361 Moffett Road, Mobile, AL 36618

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally came before me, the undersigned attesting officer, Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins, who, on oath, depose and say that he/she/they is/are the owner(s) of certain real estate which is being offered by Deponent(s) to Shalom Property Group, LLC, the title to which was recently examined by Anchor Title, LLC, a description of which is as follows:

Beginning at the Southwest corner of Lot 23 Revised Overlook Heights Map Book 10, Page 265, in the Office of the Judge of Probate, Mobile County, Alabama. Thence run South 48°58'11" West along the West right of way line of Sawada Dr. (50' R/W) for 37.54 feet to a point; thence run North 38°24'31" West for 39.62 feet to a point; thence run South 49°33'44" West for 139.65 feet to a point; thence run North 41°00'11" West for 285.73 feet to a point; thence run North 49°15'29" East for 425.20 feet to the South right of way line of Moffett Road (R/W Varies); thence run South 41°04'33" East long the South right of way line for 324.62 feet to a point; thence run South 48°58'11" West for 250.22 feet to the point of beginning.

Deponent(s) further aver that the above-described property is the same that was inspected by Shalom Property Group, LLC, or its agents; that the improvements are within the limits of said-described property; and that there has been no violation of any restrictions that have been imposed on said lands, nor has any interest in the same been sold or conveyed, or any change made in the improvements thereon since said lands were inspected as aforesaid.

Deponent(s) further aver that he/she/they is/are in open, notorious, continuous, adverse and peaceable possession of said described lands and know of no one claiming any adverse interest in said lands whatsoever, except as is set out below.

Deponent(s) further aver that the real estate is owned by deponent(s), and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate.

Deponent(s) further aver that there are no suits, judgments, bankruptcies or executions pending him/her/them in any court whatever that could in any way affect the title to said lands, or constitute a lien thereon, and that he/she/they is/are not surety on the bond of any county official or any other bond that through default of the principal therein a lien would be created superior to any conveyance executed by Deponent(s), nor are there any loan deeds, trust deeds, mortgages or liens of any nature whatsoever unsatisfied against said lands, except as set out below.

Deponent(s) further aver that there are no unpaid bills of any nature, either for services of any architect, engineer, or any surveyor, or for labor or materials for any recent improvements that may have been placed on said lands, either in the construction or repair of any of the improvements thereon, except as set out below; and that there are no fixtures now installed in said buildings that have not been paid for in full.

Deponent(s) further aver that there are no liens for past-due taxes of any nature, paving, sidewalk, curbing, sewer or any other street improvements of any kind against said lands or Deponent(s).

Deponent(s) further aver that they have received no correspondence or other notification by mail, and have not been informed by publication in any newspaper, that a foreclosure proceeding is in progress or a foreclosure sale date set under any first mortgage secured by said property.

Deponent(s) further aver that the following are the only liens against said lands, to-wit:

see title commitment

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Karen W. Allen

Kathryn Bates Powell

State of Alabama

County of Mobile

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26 day of December, 2025.

Notary Public
My Commission Expires: 1/11/26

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Janet W. Wallen nka Janet Lynn Woodyard

State of CALIFORNIA

County of ORANGE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26 day of December, 2025.

Notary Public
My Commission Expires: 1/7/28

BRETT R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Julie E. Mullen

State of Texas

County of Harris

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wellen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of December, 2025.

Notary Public
My Commission Expires: 03/19/2029

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Marsha W. Hawkins

State of Florida

County of Hillsborough

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julia E. Mullen and Janet W. Wallen n/k/a Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 2025.

Notary Public
My Commission Expires 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392387
Expires 8/23/2027

STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 16 day of Dec 2025.

Indemnitor(s):

Karen W. Allen

Kathryn Bates Powell

Sworn to before me this 16 day of Dec, 2025.

Notary Public

Copyright 1970-2025 Stewart Title Guaranty Company. All rights reserved. The use of this form (or any derivative thereof) is restricted to Stewart Title Guaranty Company, its issuing agents, and affiliates in good standing as of the date of use. All other uses are prohibited.

STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

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WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 26 day of December 2025.

Indemnitor(s):

Janet W. Wallen nka Janet Lynn Woodyard

Sworn to before me this 26 day of December, 2025.

Notary Public

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

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STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

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NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 29 day of December 2025.

Indemnitor(s):

Marsha W. Hawkins

Sworn to before me this 29th day of December, 2025.

Notary Public

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

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STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 29th day of December 2025.

Indemnitor(s):

Julie E. Mullen

Sworn to before me this 29 day of December 2025.

Notary Public

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Copyright 1970-2025 Stewart Title Guaranty Company. All rights reserved. The use of this form (or any derivative thereof) is restricted to Stewart Title Guaranty Company, its issuing agents, and affiliates in good standing as of the date of use. All other uses are prohibited.

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

KWA KBP
Seller(s)

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

KWA KBP
Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

KWA KBP
Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

KWA KWP
Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

KWA KWP
Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

KWA KWP
Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

KWA KBP
Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

KWA KBP
Seller(s)

Signed and sworn to on this the 26 day of Dec, 2025

Karen W. Allen
Karen W. Allen

Kathryn Bates Powell
Kathryn Bates Powell

State of Alabama
County of Mobile

Sworn to and subscribed before me on this the 26 of Dec, 2025.

Notary Public
My Commission Expires: 1/11/26

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgement:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 26 day of December, 2025

Janet W. Wallen nka Janet Lynn Woodyard

State of California

County of Orange

Sworn to and subscribed before me on this the 26 of December, 2025.

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Notary Public
My Commission Expires: 1/7/28

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

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The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 29th day of December, 2025

Marsha W. Hawkins

State of Florida

County of Hillsborough

Sworn to and subscribed before me on this the 29th of December, 2025.

Notary Public

My Commission Expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures.

The Undersigned agrees to comply with Anchor's request(s) within 10 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 10 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 29 day of December, 2025

Julie E. Mullen

State of Texas

County of Harris

Sworn to and subscribed before me on this the 29 of December, 2025.

Juwana Kay Turner

Notary Public
My Commission Expires: 03/19/2029

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen, Kathryn Bates Powell, Julie R. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Copy Pacinge Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Signed and sworn to on this the ___ day of _____, 2025

Shalom Property Group, LLC

Nikita Pleasure, Member

Nikita Pleasure, Member (Dec 30, 2025 11:33:06 CST)

Nikita Pleasure, Member

ANCHOR TITLE COMPANY

HOLD HARMLESS and INDEMNITY AGREEMENT

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

I/We, as Purchasers/Sellers of the Property referenced above, are aware that one or more of the following items was not required as a condition of the closing and settlement of the Property by ANCHOR TITLE, LLC (the "Title Company"). I/We do agree to hold harmless and indemnify the Title Company, its agents, employees, and assigns for any and all losses, costs, damages and/or expenses of any nature whatsoever, including a reasonable attorney's fee, resulting from, arising out of or in any manner whatsoever related to any of the following named items:

MOLD/FUNGUS INSPECTION:

☑ I/We elect not to obtain a Mold/Fungus Inspection prior to closing. I/We are aware that no determination has been made regarding the formation, growth, presence, release, dispersal, containment, removal, testing for or detection of any molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. This election is not based upon any representations made prior to the closing by Anchor Title, LLC, the Lender, its agents or employees. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Mold/Fungus Inspection has occurred and a Report produced. I/We acknowledge any and all active and prior infestation of any and all molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

TERMITE INSPECTION:

☑ I/We elect not to obtain a Termite Inspection prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any previous or present infestation of any form of wood destroying organisms or damage to the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Termite Inspection has occurred and a Wood Infestation Report produced. I/We acknowledge any and all active infestation by termites or other wood destroying organisms to the home or any other building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other document or documents. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

PROPERTY SURVEY:

☐ I/We elect not to obtain a Survey prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any dispute over boundaries or any item which should have appeared on a survey or otherwise, we understand that we will be responsible for resolving any dispute or otherwise and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☑ I/We elect to obtain or are aware that a Survey of the home located at the referenced property address has been conducted and a Survey produced and that there has been no review of the Survey by the Title Company and that the Title Company does not make any representations as to the correctness or accuracy of the boundary lines or any encroachments or easements which may be noted in a survey and I/We agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless. .

Seller

Seller

State of Alabama
County of Mobile

The foregoing instrument was acknowledged before me this 2d day of Dec, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public
My Commission Expires: 1/11/26

Seller

State of Texas County of Harris

The foregoing instrument was acknowledged before me this 29 day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Notary Public
My Commission Expires: 03/19/2029

Janet Lynn Woodyard

Seller

State of CALIFORNIA County of ORANGE

The foregoing instrument was acknowledged before me this 26 day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public

My Commission Expires: 1/7/28

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Seller Marsha W. Hawkins

State of Florida County of Hillsborough

The foregoing instrument was acknowledged before me this 29th day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie R. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public
My Commission Expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 382897
Expires 8/23/2027

ANCHOR TITLE COMPANY

HOLD HARMLESS and INDEMNITY AGREEMENT

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen, Kathryn Bates Powell, Julie B. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

I/We, as Purchasers/Sellers of the Property referenced above, are aware that one or more of the following items was not required as a condition of the closing and settlement of the Property by ANCHOR TITLE, LLC (the "Title Company"). I/We do agree to hold harmless and indemnify the Title Company, its agents, employees, and assigns for any and all losses, costs, damages and/or expenses of any nature whatsoever, including a reasonable attorney's fee, resulting from, arising out of or in any manner whatsoever related to any of the following named items:

MOLD/FUNGUS INSPECTION:

☑ I/We elect not to obtain a Mold/Fungus Inspection prior to closing. I/We are aware that no determination has been made regarding the formation, growth, presence, release, dispersal, containment, removal, testing for or detection of any molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. This election is not based upon any representations made prior to the closing by Anchor Title, LLC, the Lender, its agents or employees. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Mold/Fungus Inspection has occurred and a Report produced. I/We acknowledge any and all active and prior infestation of any and all molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

TERMITE INSPECTION:

☑ I/We elect not to obtain a Termite Inspection prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any previous or present infestation of any form of wood destroying organisms or damage to the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Termite Inspection has occurred and a Wood Infestation Report produced. I/We acknowledge any and all active infestation by termites or other wood destroying organisms to the home or any other building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other document or documents. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

PROPERTY SURVEY:

☑ I/We elect not to obtain a Survey prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any dispute over boundaries or any item which should have appeared on a survey or otherwise, we understand that we will be responsible for resolving any dispute or otherwise and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Survey of the home located at the referenced property address has been conducted and a Survey produced and that there has been no review of the Survey by the Title Company and that the Title Company does not make any representations as to the correctness or accuracy of the boundary lines or any encroachments or easements which may be noted in a survey and I/We agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

Nikita Pleasure, Member

Buyer

stewart
title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☑ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: Karen W. Allen (date)
Karen W. Allen

Signed: Kathryn Bates Powell (date)
Kathryn Bates Powell

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: Julie E Mullen 12/29/05 (date)
Julie E Mullen

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: Janet Lynn Woodyard (date) 12/26/25
Janet W. Wallen nka Janet Lynn Woodyard

stewart
title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

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1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☑ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: _____ (date)
Marsha W. Hawkins

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen, Kathryn Bates Powell, Julie B. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-5.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1). Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2). Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☑ settlement or closing protection

Seller(s) request ☐ decline ☐ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

PURCHASER(S):

Signed: Nikita Pleasure, Member (date)
Shalom Property Group, LLC

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES ANCHOR TITLE, LLC DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anchor Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Anchor Title, LLC notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Anchor Title, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Anchor Title, LLC collect my personal information? X_____ X_____ Initials Initials	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	[redacted]

IXL REAL ESTATE©

BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/26/25

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We further understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

Sellers agree to maintain property to the possession date in the same condition as it is at close. Buyers reserve the right to perform another walk-thru prior to taking possession.

(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☑) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller
Buyer	Seller
Witness	Witness

IXL REAL ESTATE



BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/26/25

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

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I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We further understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

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(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

	Jane Lynn Woodford
Buyer	Seller
Buyer	Seller
Witness	Witness

IXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/29/25

ADDRESS: 5381 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. iXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold iXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to this property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 29th day of December, 2025.

				12/29/25	
Purchaser	Date	Seller Marsha W. Hawkins		Date	
Purchaser	Date	Seller		Date	
				12-29-25	
Witness	Date	Witness		Date	

IXL REAL ESTATE

BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/29/2025

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We further understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

Sellers agree to maintain property to the possession date in the same condition as it is at close. Buyers reserve the right to perform another walk-thru prior to taking possession.

(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller
Buyer	Seller
Witness	Witness



BUYERS FINAL INSPECTION/WALK THROUGH

Date: _____

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We further understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

Sellers agree to maintain property to the possession date in the same condition as it is at close. Buyers reserve the right to perform another walk-thru prior to taking possession.

(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Nikita Pleasure, Member	
Buyer	Seller
Buyer	Seller
Witness	Witness

iXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/26/25

ADDRESS: 5361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. iXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold iXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold iXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 26 day of Dec, 20 25

		Karen Allen 12-26-25	
Purchaser	**Date**	**Seller**	**Date**
		Kathryn Bates Powell 12-29-25	
Purchaser	**Date**	**Seller**	**Date**
		12/26/25	
Witness	**Date**	**Witness**	**Date**

Hold Harmless Agreement

DATE: 12/24/25

ADDRESS: 5361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. iXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
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5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold iXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 26 day of December, 2025

		Janet Lynn Woodyard 12/26/25	
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date



BUYERS FINAL INSPECTION/WALK THROUGH

Date: _____

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We farther understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

Sellers agree to maintain property to the possession date in the same condition as it is at close. Buyers reserve the right to perform another walk-thru prior to taking possession.

(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller Martha W. Hawkins
Buyer	Seller
Witness	Witness

IXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/29/25

ADDRESS: 5381 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Estes Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. IXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold IXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 29 day of December, 2025

		[signature] 12/29/2025	
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date



Hold Harmless Agreement

DATE: _____

ADDRESS: 6361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. IXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold IXL Real Estate, its Agents and Employees harmless with this respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless from any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the _____ day of _____, 20__.

Nikita Pleasure, Member			
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date

Wellhouse Real Estate, LLC Date: _____
Hold Harmless Agreement

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

The undersigned hereby agrees to release and hold harmless Wellhouse Real Estate, LLC, and it's agents from any and all loss, cost, damage, expense, claim, demand and/or lawsuit related in any way to the following:

1. Any repairs and/or improvements to the property, house and/or any of its component parts, including by not limited to appliances, equipment, plumbing, wiring, air conditioning systems and/or heating systems.
   ALSO
2. A current survey is not being provided on the above referenced property. Buyer assumes any results or consequences of any conditions that a survey may reveal including, but not limited to, encroachments, overlaps, boundary line disputes, flood zones, and any matters not of record taht would be disclosed by an accurate survey and inspection of the property.
   AND
3. Buyer understands that the mortgage lender did notmake a new survey being provided a requirement of the mortgage loan. However, Wellhouse Real Estate, LLC encourages all buyers to furnish a new survey on every sale. Buyer, being aware of the contents of the above paragraph is electing to waive the right to furnish a new survey and desires to proceed to close of the sale.
   AND
4. Buyer acknowledges having received an opportunity to review a copy of the commitment for title insurance being provided by the following title company Anchor Title, LLC. Their file/case number ATC28585 and being aware of the contents of it is satisfied to accept this property and to proceed to close of the sale. Exceptions in Schedule B.

In witness whereof, the undersigned has executed on this the 26 day of Dec, 2025

Seller: Karen W. Allen Seller: Kathryn B. Powell

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the 26 day of Dec, 20 25

_____
Notary Public
My commission expires: 1/11/84

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/26/25

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

The undersigned hereby agrees to release and hold harmless Wellhouse Real Estate, LLC, and it's agents from any and all loss, cost, damage, expense, claim, demand and/or lawsuit related in any way to the following:

1. Any repairs and/or improvements to the property, house and/or any of its component parts, including by not limited to appliances, equipment, plumbing, wiring, air conditioning systems and/or heating systems.
   ALSO
2. A current survey is not being provided on the above referenced property. Buyer assumes any results or consequences of any conditions that a survey may reveal including, but not limited to, encroachments, overlaps, boundary line disputes, flood zones, and any matters not of record taht would be disclosed by an accurate survey and inspection of the property.
   AND
3. Buyer understands that the mortgage lender did notmake a new survey being provided a requirement of the mortgage loan. However, Wellhouse Real Estate, LLC encourages all buyers to furnish a new survey on every sale. Buyer, being aware of the contents of the above paragraph is electing to waive the right to furnish a new survey and desires to proceed to close of the sale.
   AND
4. Buyer acknowledges having received an opportunity to review a copy of the commitment for title insurance being provided by the following title company: Anchor Title, LLC, Their file/case number ATC28585 and being aware of the contents of it is satisfied to accept this property and to proceed to close of the sale. Exceptions in Schedule B.

In witness whereof, the undersigned has executed on this the 26 day of December, 2025.

Seller: _____ Seller: Janet Lynn Woodyard

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20___.

_____
Notary Public
My commission expires: _____

CALIFORNIA
JURAT CERTIFICATE

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 26 day of December, 2025

by Janet Lynn Woodyard,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

BRET R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

(Notary Seal)

Signature of Notary Public

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

(Title of document)

Number of Pages _____ (Including jurat)

Document Date _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
- ☐ Corporate Officer
- ☐ Partner
- ☐ Attorney-In-Fact
- ☐ Trustee
- ☐ Other: _____

MMX V. BAN2 510.409.1334 www.BayAreaNotary.com

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/29/25

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

The undersigned hereby agrees to release and hold harmless Wellhouse Real Estate, LLC, and its agents from any and all loss, cost, damage, expense, claim, demand and/or lawsuit related in any way to the following:

1. Any repairs and/or improvements to the property, house and/or any of its component parts, including by not limited to appliances, equipment, plumbing, wiring, air conditioning systems and/or heating systems.
   ALSO
2. A current survey is not being provided on the above referenced property. Buyer assumes any results or consequences of any conditions that a survey may reveal including, but not limited to, encroachments, overlaps, boundary line disputes, flood zones, and any matters not of record that would be disclosed by an accurate survey and inspection of the property.
   AND
3. Buyer understands that the mortgage lender did not make a new survey being provided a requirement of the mortgage loan. However, Wellhouse Real Estate, LLC encourages all buyers to furnish a new survey on every sale. Buyer, being aware of the contents of the above paragraph is electing to waive the right to furnish a new survey and desires to proceed to close of the sale.
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In witness whereof, the undersigned has executed on this the 29th day of December, 2025.

Seller: _____ Seller: _____
Marsha W. Hawkins

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the 29th day of December, 2025.

_____
Notary Public
My commission expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/29/2025

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julia E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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In witness whereof, the undersigned has executed on this the 29 day of December, 2025

Seller: _____ Seller: _____

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20___.

_____
Notary Public
My commission expires: 08/19/2029

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: _____

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

The undersigned hereby agrees to release and hold harmless Wellhouse Real Estate, LLC, and it's agents from any and all loss, cost, damage, expense, claim, demand and/or lawsuit related in any way to the following:

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In witness whereof, the undersigned has executed on this the _____ day of _____, 202__.

Seller: _____ Seller: _____

Buyer: Nikita Pleasure, Member Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20__.

_____
Notary Public
My commission expires: _____

FINAL WALK THRU INSPECTION OF PROPERTY

Buyer(s) hereby declare that Buyer(s) have inspected the property located at 5361 Moffett Road Mobile, AL 36618 including heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems and all included appliances on _____ (date) and that WITHOUT ANY RESERVATIONS, Buyer(s) accept this property and its heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems, and all included appliances in their present "AS IS" condition.

Prior to this date, Buyer(s) have been given the opportunity to have a qualified person of Buyer(s) choice inspect the property on Buyer(s) behalf and HAVE [ ] [ ] HAVE NOT [ ] [ ] chosen to do so (Buyer(s) to initial appropriate blank). The Buyer(s) understand that if an agent accompanies the Buyer(s) on this final inspection, it is as a courtesy only and not as a person qualified to detect any defects.

Buyer(s) agree to indemnify and hold brokers and agents harmless against all claims, damages, losses, expenses or liabilities including attorney fees and expenses arising out of the condition of the property including but not limited to: heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems and all included appliances.

Buyer(s) hereby affirm that all conditions concerning the foregoing contained in the Purchase Agreement dated 11/20/2025 have been complied with by the seller(s).
Exceptions: _____

Dated _____

Buyer Nikita Pleasure, Member Nikita Pleasure, Member (Dec 28, 2025 12:53:58 CST) Witness [ ]

Buyer [ ] Witness [ ]

This form is intended solely for the use of REALTOR members of the Mobile Area Association of REALTORS, Inc. 9/99

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Agenda Item # 12

ZON-UDC-003729-2026

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

Applicant Materials for Consideration

DETAILS

Location:
5361 Moffett Road

Applicant / Agent:
Nikita Pleasure

Property Owner:
Shalom Property Group, LLC

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

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to B-3 Suburban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

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

STAFF COMMENTS

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant requests the rezoning of the subject property from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District, to allow use of the existing residence as a small real estate office. In support of the request, the applicant states that the property is located along the Moffett Road corridor, which has transitioned from primarily residential development to a mixture of commercial, office, and service-oriented uses. The applicant further states that the proposed office use would maintain the residential scale and character of the existing structure while incorporating limited site improvements, including parking, ADA accessibility upgrades, landscaping, and lighting improvements. According to the applicant, the proposed use would generate minimal impacts and support reinvestment and revitalization along the corridor in a manner consistent with the goals of Map for Mobile.

A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

The subject site is entirely surrounded by properties zoned R-1, Single-Family Residential Suburban District.

The submitted site plan depicts the existing 2,264± square-foot dwelling proposed to be expanded with a 1,225± square-foot addition on the west side of the structure, as well as a new 1,357± square-foot storage building. The submitted plan also depicts parking, access, and maneuvering areas that do not appear to comply with the standards of Article 3 of the Unified Development Code (UDC). It should be noted that, if the rezoning is approved, all site plans submitted at the time of permitting must demonstrate full compliance with all applicable UDC requirements.

Any proposed signage must comply with the UDC and will require separate permitting through the Planning and Zoning Department.

It should also be noted that the subject site is currently a metes-and-bounds parcel and not a legal lot of record. If the rezoning is approved, the applicant should be advised that a one-lot Subdivision application will be required prior to the issuance of permits for new construction on the site.

The Unified Development Code (UDC) states that rezonings should promote sound, stable, and desirable development patterns and be evaluated for consistency with the Comprehensive Plan, surrounding development patterns, compatibility with adjacent uses, infrastructure capacity, changing conditions in the area, and the broader public benefit of the request.

The subject site is designated Mixed Commercial Corridor on the Future Land Use Map (FLUM), a designation that generally supports commercial, office, and service-related uses along major transportation corridors. As such, the proposed office use appears generally consistent with the intent of the FLUM and the goals of Map for Mobile encouraging reinvestment and adaptive reuse along established corridors. The applicant does not allege that the existing R-1 zoning was established in error, but instead bases the request on changing conditions along portions of the Moffett Road corridor.

However, the subject site remains within a predominantly residential area and is surrounded by properties zoned R-1, Single-Family Residential Suburban District. While commercial zoning and uses exist farther west along Moffett Road, the properties immediately surrounding the site remain residential in both zoning and character. Additionally, the transition from predominantly residential development to a more intensive mix of commercial and residential uses appears to occur farther east along the corridor, rather than in the immediate vicinity of the site. Therefore, the requested B-3 zoning classification may be more intensive than necessary to accommodate the applicant's proposed use of a small real estate office within the existing residence.

The applicant proposes to maintain the residential character and scale of the existing structure and indicates that the office would operate during normal business hours with minimal external impacts. Given those representations, a less intensive zoning classification, such as B-1, Buffer Business District, may be more compatible with the surrounding residential context while still accommodating the proposed office use. Additionally, B-1 zoning could provide a more appropriate transitional buffer between nearby residential properties and the more intensive commercial uses located farther west along the corridor.

The applicant also proposes site improvements including parking, ADA accessibility upgrades, landscaping, and down-shielded lighting, which may improve the appearance and functionality of the site. The site is already served by existing public infrastructure and utilities, and the proposed low-intensity office use does not appear likely to create infrastructure capacity concerns.

Overall, while the proposed office use appears relatively low-intensity and generally consistent with the Mixed Commercial Corridor FLUM designation, consideration should be given to whether the requested B-3 zoning classification is appropriate within the predominantly residential context of the immediate area, or whether a less intensive commercial classification would better balance the proposed use with the established development pattern along this portion of the corridor.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the

Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

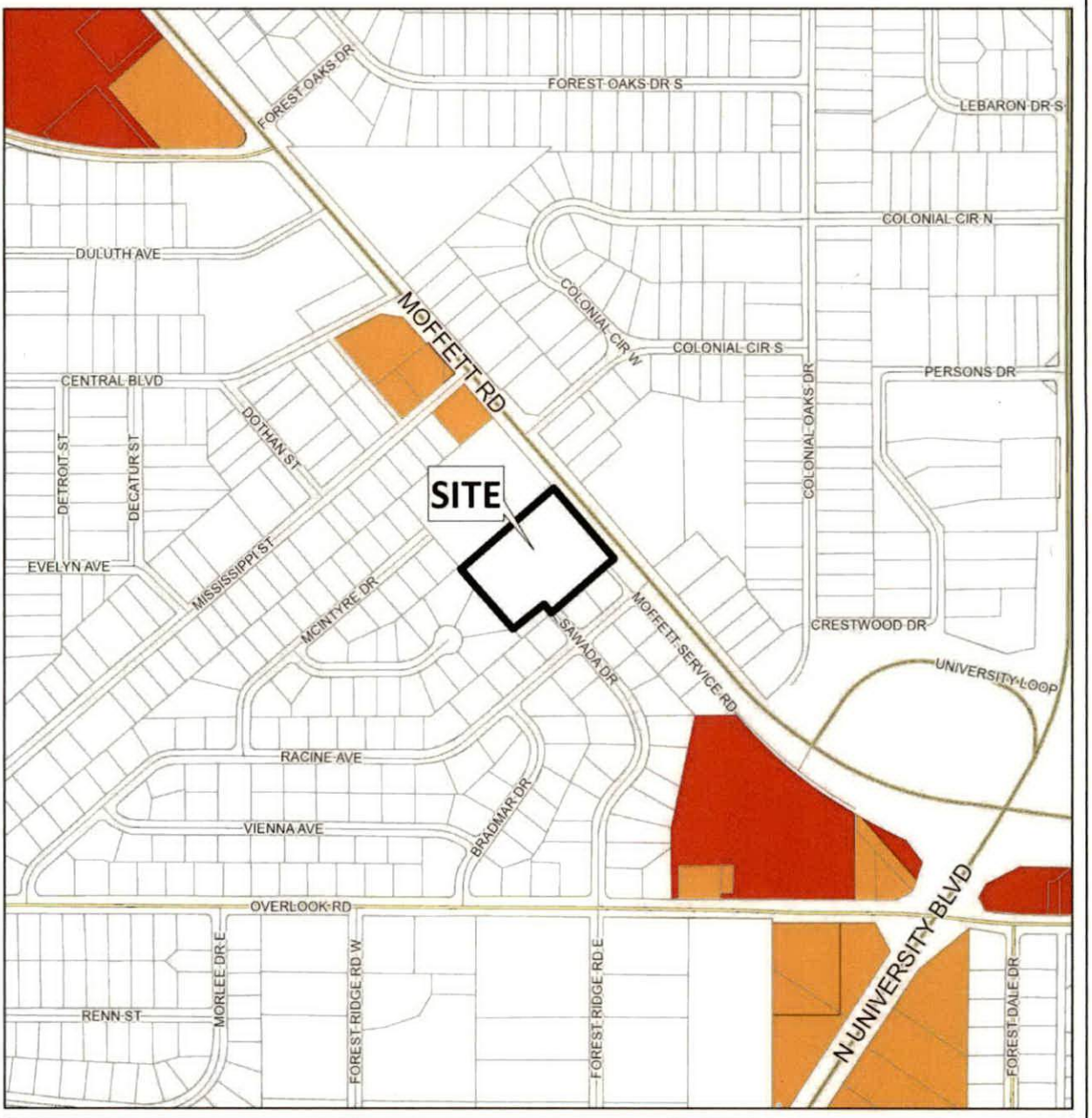
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to either B-1 or B-3, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE May 21, 2026

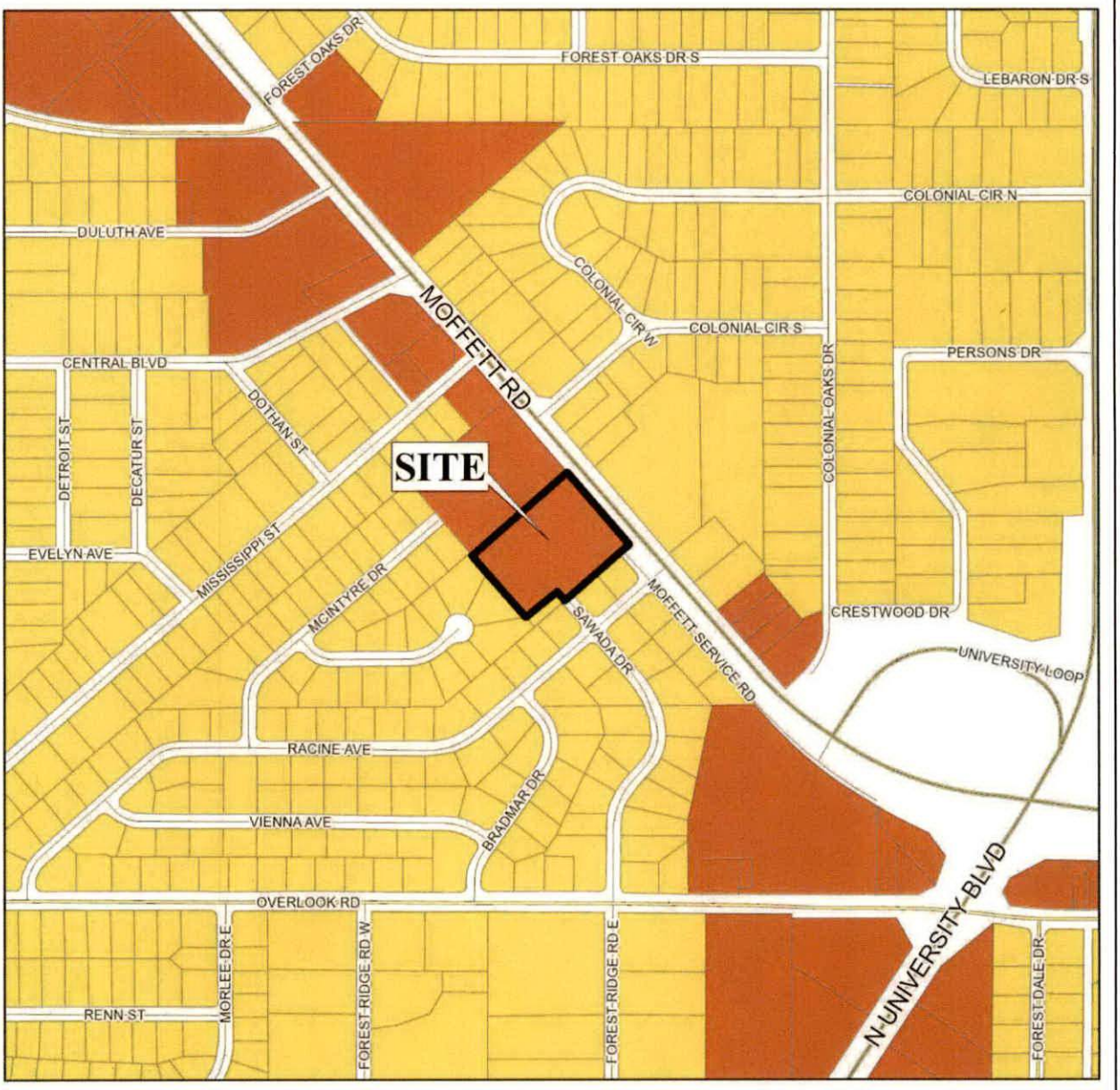
APPLICANT Nikita Pleasure

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

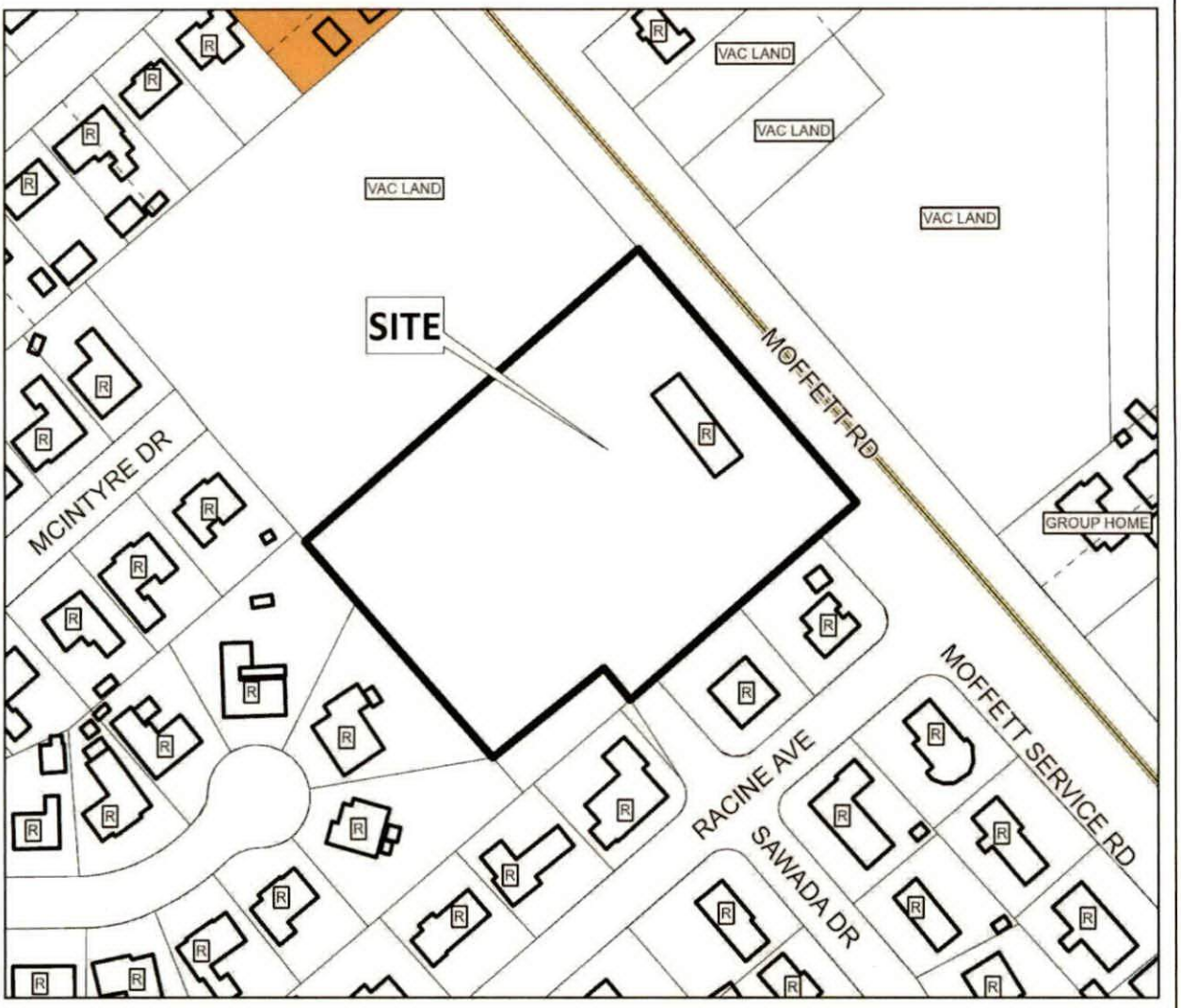
REQUEST Rezoning from R-1 to B-3

- 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 units.

APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

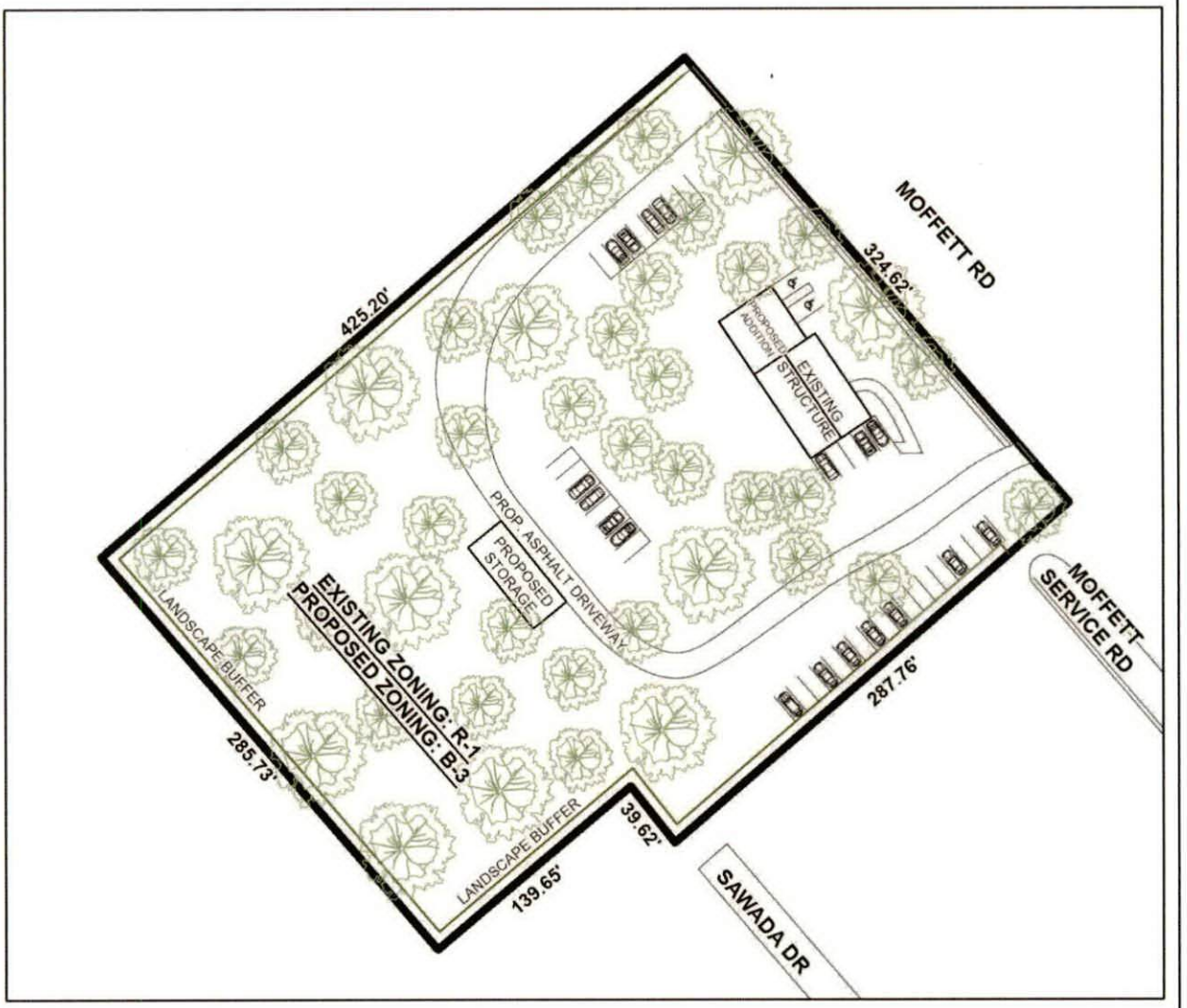
REQUEST Rezoning from R-1 to B-3

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 proposed buildings, parking, landscaping and drives.

APPLICATION NUMBER 12 DATE May 21, 2026 APPLICANT Nikita Pleasure REQUEST Rezoning from R-1 to B-3	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 COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- Commercial
- Office

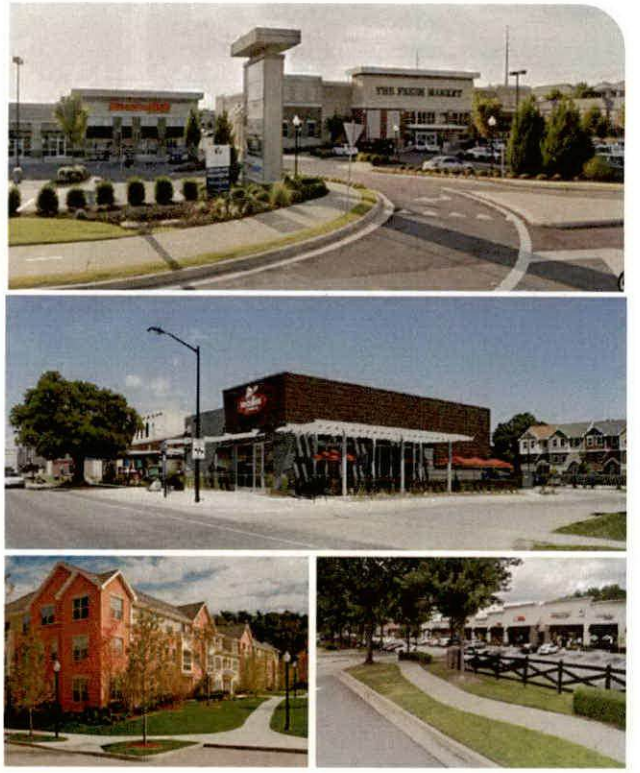
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



41- **2022**

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

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Cowin Equipment Co Inc for one Takeuchi TL12V2 CRHR compact track loader for Stormwater Dept.

Amount of Contract:
$95,660.80

Funding Source
General fund.

ATTACHMENTS:
1. 20260629 Cowin Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 July 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 Cowin Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Cowin Equipment Co Inc for one Takeuchi TL12V2 CRHR compact track loader for Stormwater Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $95,660.80

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Al state contract

How many bidders received bid packages (if applicable): 6

How many bidders submitted bids (if applicable): 6 quotes

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
10448	2026	(2050) FLEET MANAGEMENT - GARAGE	ONE TAKEUCHI TL12V2 CRHR COMPACT TRACK LOADER FOR STORMWATER DEPT (AL STATE CONTRACT)	$95,660.80	(37501) COWIN EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010448-00 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
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	AGEET@CITYOFMOBILE.GOV
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/26	037501				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	COMPACT TRACK LOADER AS FOLLOWS: VENDOR TO PROVIDE A TAKEUCHI MODEL TL12V2CRHR TRACKED LOADER. PRICING AS PER STATE OF ALABAMA CONTRACT MA23000004123 AND YOUR EMAILED QUOTE DATED 6-12-2026 Additional Description Notes --- JOHN DEERE COMPACT TRACK LOADER AS FOLLOWS: 2026 JOHN DEERE 333 PTIER COMPACT TRACK LOADER WITH DOZER BLADE AS REQUESTED BY 2096-STORMWATER	1.00 EACH	95660.80000	95660.80
1	1000.40.20.2070.2070.2070.0000.0000.45040.			95660.80

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 95660.80

Bill To	Requisition 00010448-00 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
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	AGEET@CITYOFMOBILE.GOV
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/26	037501				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	95660.80	1428769.01
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	06/26/26	JOHN PAINE	GL Allocation changed
Approved	04/06/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/06/26	SHONNDA SMITH	
Approved	04/06/26	CHERI BOUCHER	Auto approved by: 910518244
Forward	06/09/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Forward	06/09/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/10/26	DWIGHT D AUSTIN	
Approved	06/10/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/10/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/10/26	DWIGHT D AUSTIN	
Approved	06/10/26	ASHLEY ADAMS	Auto approved by: 910510856
Approved	06/29/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/29/26	SHONNDA SMITH	
Approved	06/29/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/29/26	MATTHEW ANDERSON	
Approved	06/29/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	04/06/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/06/26	SHONNDA SMITH	
Approved	04/06/26	CHERI BOUCHER	Auto approved by: 910518244
Forward	06/10/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/10/26	DWIGHT D AUSTIN	
Approved	06/10/26	SHONNDA SMITH	

Bill To	Requisition 00010448-00 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
COWIN EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
P O DRAWER 29	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36601	AGEET@CITYOFMOBILE.GOV
Tel#251-680-7622	Delivery Reference
Fax 251-633-9157	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/26	037501				FLEET MANAGEMENT-GARAGE

LN	Description / Account		Qty	Unit Price	Net Price
	Approved	06/10/26 CHERI BOUCHER		Auto approved by: 910518244	
	Approved	06/29/26 MATTHEW ANDERSON			
	Approved	06/29/26 SHONNDA SMITH		Auto approved by: 910516584	
	Approved	06/29/26 CHERI BOUCHER		Auto approved by: 910516584	
	Rejected	05/21/26 JOHN PAINE		when they get the new specs up	
	Queued	06/29/26 DONALD ROSE		when they get the new specs up	
	Queued	06/29/26 SANDRA LEWIS		when they get the new specs up	
	Queued	06/29/26 STEVEN KRONINGER		when they get the new specs up	
	Queued	06/29/26 MARYLYN BUSCHELL		when they get the new specs up	
	Queued	06/29/26 JAMES NEESE		when they get the new specs up	
	Queued	06/29/26 PATRICIA KENNEDY-JONES		when they get the new specs up	
	Queued	06/29/26 REBECCA CRUMPLER		when they get the new specs up	
	Queued	06/29/26 ANNE FOLEY		when they get the new specs up	
	Queued	06/29/26 JOHN PAINE		when they get the new specs up	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Skid Steer/Compact Excavator (Takeuchi/Cowin)

Type
Master Agreement

Supplier
Cowin Equipment Co. Inc.

Contract Code
MA230000004123

Linked Solicitation
Skid Steer Loader/Compact Excavator

Sourcing Number
SRC0000015709

Public Comments
Provides skid steer loaders, compact track loaders, compact wheel loaders, and compact excavators in multiple size categories, along with compatible attachments and related parts.

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@procurement.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
john	edwards	jedwards@cowin.com	850-685-7055

1 Record(s)

Contract Scope

Organizations
State of Alabama, G41 Procurement

Contract Validity

Start Date
7/20/2023

End Date
7/19/2027

Documents

Items

- Master_Agreement_V1.pdf
- Skid_Steer_Compact_Excavator_updated__3_(7).pdf
- Skid_Steer_loaders_terms_and_conditions (8).pdf
- Master_Agreement_V1.pdf
- Executive Summary Skid Steer Compact Excavator.pdf

Item Name	Product Code	UOM
Track or Wheel Loader 60 - 74 HP.	3	USD
Attachments Track or Wheel Loader	4	USD
Track or Wheel Loader 75 - 90 HP.	5	USD
Attachments Track or Wheel Loader	6	USD
Track or Wheel Loader 91 - < HP	7	USD
Compact Excavator Attachments	8	USD
Compact Excavators > 2 Ton	9	USD
Compact Excavator Attachments	10	USD
Compact Excavators 2 - 5 Ton	11	USD
Compact Excavator Attachments	12	USD
Compact Excavators 5.1 - 8 Ton	13	USD
Compact Excavator Attachments	14	USD
Compact Excavators 8.1 - 10 Ton	15	USD
Compact Excavator Attachments	16	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Peach State Truck Centers LLC for one 2027 Freightliner M2-211 crew cab truck with 26-foot Morgan dry van body for MFRD USAR.

Amount of Contract:
$276,674.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260629 Peach Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 July 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 Peach State Truck Centers LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Peach State Truck Centers LLC for one 2027 Freightliner M2-211 crew cab truck with 26-foot Morgan dry van body for MFRD USAR.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $276,674.00

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
13619	2026	(1510) FIRE ADMINISTRATION	ONE 2027 FREIGHTLINER M2-211 CREW-CAB TRUCK WITH 26-FOOT MORGAN DRY VAN BODY FOR MFRD USAR (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$276,674.00	(300425) PEACH STATE TRUCK CENTERS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013619-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PEACH STATE TRUCK CENTERS, LLC.	MOTOR POOL - ATTN: ADAM LYNN
6535 CRESCENT DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
NORCROSS, GA 70031	RICHARDSONV@CITYOFMOBILE.GOV
Tel#770-449-5300	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	CHIEF JASON BROWNE MFRD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/26	300425				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	2027 Model Year Freightliner M2 112, PER Sourcewell contract 032824-DAI 2027 Model Year Freightliner M2 112 Plus Crew Cab USAR Support Unit with 26 ft Enclosed Morgan Body INCLUDED: 2027 Model year Freightliner M2 112 Plus Crew Cab Chassis Cummins L9 450 HP Engine 26ft Morgan Dry Van Body Maxium 6,500lbs Column Lift Gate 12kw Stand alone Diesel Generator with 4 Hubble 50amp Outlets Whelen Engineering Warning and Scene Light Package 12v Awning Mounted on PS of the Unit Lettering and striping to match current fleet Delivery and Training to the MFRD	1.00 EACH	276474.00000	276474.00

Additional Description Notes

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.

ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR. .....

1	1000.30.15.1510.1510.1510.0000.0000.45040.	276474.00

Bill To	Requisition 00013619-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: 9105paij Status: Approved Page 2

Vendor	Ship To
PEACH STATE TRUCK CENTERS, LLC. 6535 CRESCENT DRIVE NORCROSS, GA 70031 Tel#770-449-5300	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE MFRD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/26	300425				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	DELIVERY FEE Sourcewell contract 032824-DAI	1.00 EACH	200.00000	200.00
1	1000.30.15.1510.1510.1510.0000.0000.45040.			200.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00013619-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45040. Review: Buyer: 9105paij Status: Approved Page 3

Vendor	Ship To
PEACH STATE TRUCK CENTERS, LLC. 6535 CRESCENT DRIVE NORCROSS, GA 70031 Tel#770-449-5300	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE MFRD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/26	300425				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			276674.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.	276674.00	199932.32
FIRE ADMINISTRATION EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Forward	06/08/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/08/26	DWIGHT D AUSTIN	
Approved	06/08/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/08/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/29/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/29/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/29/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/29/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/29/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/29/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/29/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/29/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/29/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/29/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Daimler Truck North America

Freightliner & Western Star Class 6-8 Trucks

Sourcewell Awarded Contract

#032824-DAI

Maturity Date: 7/9/2028

Website: northamerica.daimlertruck.com/company/sourcewell

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 032824-DAI gives access to the following types of goods and services:

- Vocational - medium, and heavy-duty trucks
- Class 6-8 trucks (26,000-92,000lbs. GVW)
- Multitude of configurations
- Class 6-8 electric trucks
- Natural gas trucks
- Dump trucks
- Refuse / roll-off trucks
- Bulk haul trucks
- Oil and gas trucks
- Utility trucks
- Government and municipality trucks
- Financing and leasing options

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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Daimler Truck #032824-DAI

Pricing for contract #032824-DAI offers Sourcewell participating agencies the following discounts:

- 22% - 41% off standard pricing

10 Locations Found

FIND A FREIGHTLINER DEALER

PEACH STATE TRUCK CENTERS

(770)449-5300

6535 CRESCENT DRIVE
NORCROSS, GA 30071

2 Miles Away

View Details | Get Directions

Open Now

PEACH STATE TRUCK CENTERS

(770)449-5300

6814 BEST FRIEND ROAD
ATLANTA, GA 30340

4 Miles Away

View Details | Get Directions

By Location | By Route

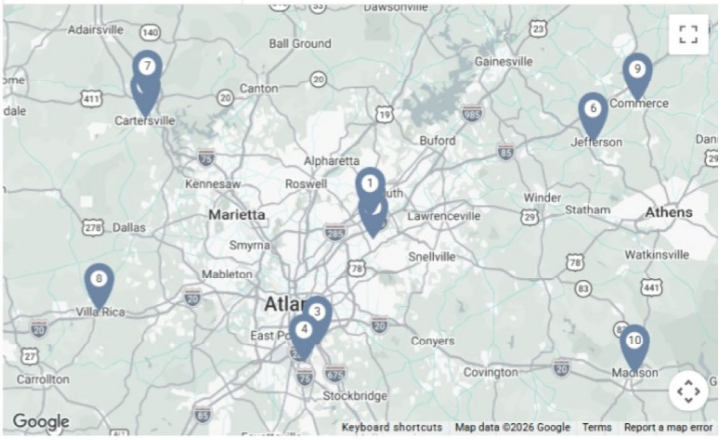
norcross georgia

Search

Browse by Country Browse by State

Filter by Services

Sales	Parts	Service
Elite Support	eCertified	ExpressPoint
Body Shop		



Learn More About Our Dealers

Welcome to Freightliner's Dealer Locator – your ultimate resource for finding trusted service locations conveniently located along your route or in proximity to your current location.

At Freightliner, we recognize that your success hinges on keeping your fleet moving efficiently. That's why we're dedicated to making your job easier and more profitable. With our expansive dealer network, maintaining your Freightliner truck has never been more convenient. Whether it's routine maintenance or unexpected repairs, trust in Freightliner to keep you on the road and ahead of the curve.

When you choose Freightliner, you're getting access to more than 700 service locations and the reliability of our dedicated support staff, from our factory-certified technicians to our toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations, it's never been easier to keep your Freightliner on the road.

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Privacy Settings

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: July 14, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for one 2027 Kenworth L770 garbage truck with New Way 31 cu yd automated side-load body for Trash Dept .

Amount of Contract:
$398,360.00

Funding Source
General fund

ATTACHMENTS:
1. 20260629 Sansom Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 July 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 one 2027 Kenworth L770 garbage truck with New Way 31 cu yd automated side-load body for Trash Dept . General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $398,360.00

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
13774	2026	(2050) FLEET MANAGEMENT - GARAGE	ONE 2027 KENWORTH L770 GARBAGE TRUCK WITH NEW WAY 31 CU YARD AUTOMATED SIDE-LOAD BODY FOR TRASH DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$398,360.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013774-00 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
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
06/10/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	KENWORTH ASL GARBAGE TRUCK AS FOLLOWS: 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 STROB LIGHTS-FRONT BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS 7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW FRONT MOUNT TANDEM VANE HYDRAULIC PUMP OR HOT SHIFT PTO REMOTE GREASE ZERKS-TAILGATE HINGE & CYLINDER PINS FIRE EXTINGHUISHER-20LB. BODY MOUNT NEW KENWORTH L770 CAB OVER CHASSIS FREIGHT PRICING AS PER SOURCEWELL CONTRACT 110223-NWY AND SANSOM QUOTE SECQ9567 DATED 6-9-2026 Additional Description Notes ---	1.00 EACH	398360.00000	398360.00

Bill To	Requisition 00013774-00 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
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
06/10/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	KENWORTH ASL GARBAGE TRUCK AS FOLLOWS:			
	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 STROB LIGHTS-FRONT			
	BULKHEAD CORNERS, UPPER & LOWER TAILGATE CORNERS			

Bill To	Requisition 00013774-00 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
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

MOBILE, AL 36618

Tel#205-401-4040
Fax 251-631-3768

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.GOV

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/10/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	7" MONITOR W/FOUR CAMERA SYSTEM-ARM, BLINDSPOT (LH), HOPPER & REARVIEW			
	FRONT MOUNT TANDEM VANE HYDRAULIC PUMP OR HOT SHIFT PTO			
	REMOTE GREASE ZERKS-TAILGATE HINGE & CYLINDER PINS			
	FIRE EXTINGHUISHER-20LB. BODY MOUNT			
	NEW KENWORTH L770 CAB OVER CHASSIS			
	FREIGHT			
	AS REQUESTED BY 2096-TRASH			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			398360.00

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 398360.00

Bill To	Requisition 00013774-00 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
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
06/10/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	398360.00	1428769.01

PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Forward	06/10/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Forward	06/10/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/10/26	DWIGHT D AUSTIN	
Approved	06/10/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/10/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/11/26	DWIGHT D AUSTIN	Auto approved by: 910518638
Approved	06/11/26	ASHLEY ADAMS	
Forward	06/11/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/11/26	DWIGHT D AUSTIN	Auto approved by: 910518244
Approved	06/11/26	SHONNDA SMITH	
Approved	06/11/26	CHERI BOUCHER	Auto approved by: 910518244
Queued	06/11/26	DONALD ROSE	Auto approved by: 910518244
Queued	06/11/26	SANDRA LEWIS	Auto approved by: 910518244
Queued	06/11/26	STEVEN KRONINGER	Auto approved by: 910518244
Queued	06/11/26	MARYLYN BUSCHELL	Auto approved by: 910518244
Queued	06/11/26	JAMES NEESE	Auto approved by: 910518244
Queued	06/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518244
Queued	06/11/26	REBECCA CRUMPLER	Auto approved by: 910518244
Queued	06/11/26	ANNE FOLEY	Auto approved by: 910518244
Queued	06/11/26	JOHN PAINE	Auto approved by: 910518244

Bill To	Requisition 00013774-00 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
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
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	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/10/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

New Way

Refuse trucks

#110223-NWY
Maturity Date: 12/28/2027
Website: newwaytrucks.com/#sourcewell

Sourcewell Awarded Contract

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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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

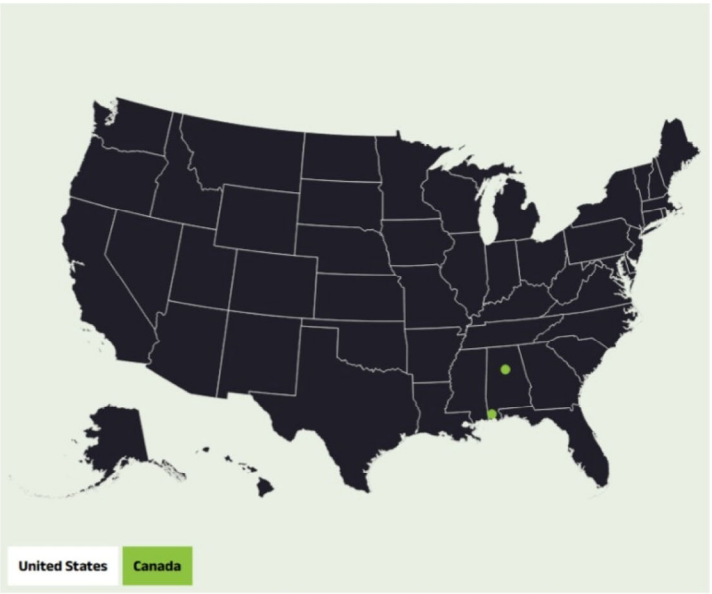


FIND YOUR DISTRIBUTOR

LET'S GET TO IT

Whether you're in the U.S., Latin America, Canada or other locations around the world, New Way's industry-leading distributor network gives you the technical support, expert guidance and quality parts you need when you need 'em. Because we understand the sooner your trucks are back on the route, the sooner you're back in business.

ZIP, State or Province



Results for: **Mississippi**

NEW WAY SALES MANAGER	DISTRIBUTOR	SERVICE AREA
Mike Cassotta	Sansom Equipment Co. 2025 West I-65 Service Road North, Mobile Alabama 36618 Website	Entire State / Province
Mike Cassotta	Sansom Equipment Co. 2800 Powell Avenue South, Birmingham Alabama 35233 Website	Entire State / Province

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: July 14, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Symtech Fire LLC for one fixed cargo container Flashover Simulator MFRD.

Amount of Contract:
$108,332.00

Funding Source
General fund

ATTACHMENTS:
1. 20260629 Symtech Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 July 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 Symtech Fire LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Symtech Fire LLC for one fixed cargo container Flashover Simulator MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $108,332.00

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
13511	2026	(1510) FIRE ADMINISTRATION	ONE FIXED CARGO CONTAINER FLASHOVER SIMULATOR FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$108,332.00	(300404) SYMTECH FIRE LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 1

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER YOUR QUOTE: ST705-SG DATED JUNE 4, 2026			
001	SOURCEWELL CONTRACT #102325-SYM Flashover Simulator ST, SOURCEWELL CONTRACT #102325-SYM, AS DESCRIBED Upper Burn Module Burn Module Consisting of New (1-Way) 10’ Standard Height Cargo Container Marine/Industrial GradePaint (Red unless otherwise specified) Two rear cargo entry doors for loading solid fuel Insulation System: o High temperature 2,300° FCeramic insulation system o Tubular framing between insulation system and shipping container wall o Inner Wall Lining –reinforced with robust steel o Outer Wall Lining –3/16” thick steel plate system on walls and ceiling o Cargo Doors Lining –3/16” thick steel plate system o Flooring –3/16” Steel plate system covered with pavers Burn Material Support System o Tubular steelplus C-channel, supports 4’ x 8’ sheets o Tubular	1.00 EACH	91916.00000	91916.00

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 2

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	steelplus C-channel, supports 4’ x 4’ sheets on cargo doors o Safety chains to secure and tighten down burn material o Tubular steel plus C-channel at top as well Burn Crib o Robust steel material loading crib Water Drainage System o Drainage of water to the exterior o Flooring designed to prevent pooling of water to ensure drainage of the unit after operation. Exterior Platform o Robust steel platform system o Removable OSHA compliant stairway railings and landing system Stair Treads –36” wide surface non-skid surface Stair Risers –7” high maximum and 11” minimum tread depth Railings –1-1/2” x 1-1/2” x 12-gauge square tubing o Removable 6’ x 8’loading platform Lower Observation Module Observation Module Consisting of New (1-Way) 20’ Standard Height Cargo Container Marine/Industrial GradePaint (Red unless otherwise specified) Doors –2 means of egress one per side o Robust steel, non-locking, spring loaded and insulated o Outward door opening trajectory Insulation System o			

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 3

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	High temperature 2300° F Ceramicinsulation system o Tubular framing between insulation system and shipping container wall o Inner Wall Lining –reinforced with robust steel o Outer Wall Lining –3/16” thick steel plate system Sides -5’ feet down Ceiling -10’ feet o Flooring –1/8” Steel plate system Interior Baffle o Robust steelswing away baffle system Exterior Roof Vent o Robust steel mechanically operated roof vent capable of locking during chamber operation and transport Trench Vent (for cold smoke removal and faster build up of rollover simulations) Water Drainage System o Drainage of water to the exterior o Flooring designed to prevent pooling of water to ensure drainage of the unit after operation. Code/Safety Compliance NFPA 1402 Standard on Facilities for Fire Training and Associated Props –2019 edition U.S. Department of Transportation (DOT) Occupational Safety and Health Administration (OSHA) On-Site Assembly Modules fully welded together for longevity and			

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 4

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	air/fuel control Training OneDay Training Program with NFPA-Certified Instructor Warranty & Support 1-Year Warranty. Excludes expected deformation from normal expansion and contraction Unlimited Technical Phone Support for the Life of the Product			
1	6120.70.15.0000.0000.1510.0000.0000.49130.			50000.00
2	1000.30.15.1510.1510.1510.0000.0000.49130.			41916.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	Flashover Simulator ST, SOURCEWELL CONTRACT #102325-SYM, OPTION AS DESCRIBED: Option: Add ST-PRO Air Induction Vent (Fresh Air Intake) and Observation Room Pavers	1.00 EACH	3278.00000	3278.00

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 5

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.49130.			3278.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

003	Flashover Simulator ST, SOURCEWELL CONTRACT #102325-SYM, OPTION AS DESCRIBED: Option: Upgrade to 8’x8’ Loading Platform	1.00 EACH	2971.00000	2971.00
1	1000.30.15.1510.1510.1510.0000.0000.49130.			2971.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 6

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	860 OWENS STREET MOBILE, AL 36606			
004	Flashover Simulator ST, SOURCEWELL CONTRACT #102325-SYM, OPTION AS DESCRIBED: Option: Add 2ndStaircase to Loading Platform (1 Centered, 1 at Side)	1.00 EACH	849.00000	849.00
	1 1000.30.15.1510.1510.1510.0000.0000.49130.			849.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	Flashover Simulator ST, SOURCEWELL CONTRACT #102325-SYM, OPTION AS DESCRIBED: Option: Upgrade Observation Chamber to 30-ft	1.00 EACH	5198.00000	5198.00
	1 1000.30.15.1510.1510.1510.0000.0000.49130.			5198.00

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 7

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				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 FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	FREIGHT	1.00 EACH	4120.00000	4120.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.49130.			4120.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00013511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 910521901 Status: Approved Page 8

Vendor

Ship To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET

MOBILE, AL 36606
Delivery Reference
CHIEF WEAVER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			

Requisition Link

Requisition Total 108332.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.49130.	58332.00	1267694.88
FIRE ADMINISTRATION EXP UNCLASSIFIED EXPENDITURES		
6120.70.15.0000.0000.1510.0000.0000.49130.	50000.00	1267694.88
EMERGENCY MEDICAL SVCS EXP UNCLASSIFIED EXPENDITURES		

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

Activity	Date	Clerk	Comment
Approved	06/29/26	DONALD ROSE	Auto approved by: 910521901
Approved	06/29/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	06/29/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	06/29/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	06/29/26	MARYLYN BUSCHELL	Auto approved by: 910521901
Approved	06/29/26	JAMES NEESE	Auto approved by: 910521901
Approved	06/29/26	PATRICIA KENNEDY-JONES	
Approved	06/29/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	06/29/26	ANNE FOLEY	Auto approved by: 910521901
Approved	06/29/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

Symtech Fire

Live fire training facilities and simulators

#102325-SYM
Maturity Date: 2/13/2030
Website: symtechfire.com/how-to-buy/

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 102325-SYM gives access to the following types of goods and services:

- Fire training towers/burn buildings
- Drill towers
- Thermal lining systems
- Flashover/fire behavior simulators
- Interior/structural gas fired props
- Outdoor/industrial gas fired props
- Firefighter skills training units
- Mobile fire simulators
- NFPA 1402 inspections
- NFPA 1403 training programs
- Fire training facility design
- Fire training prop service/maintenance

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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Symtech Fire #102325-SYM

Pricing for contract #102325-SYM offers Sourcewell participating agencies the following discount:

- 16.67% discount off list price

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: July 14, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Ward International Trucks LLC for two 2027 Freightliner M2-106 crew cab trucks with dump body for Stormwater Dept .

Amount of Contract:
$253,222.00

Funding Source
General fund

ATTACHMENTS:
1. 20260629 Ward Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 July 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 Ward International Trucks LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Ward International Trucks LLC for two 2027 Freightliner M2-106 crew cab trucks with dump body for Stormwater Dept .
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $253,222.00

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: Seald bid 6052

How many bidders received bid packages (if applicable): 25 + web

How many bidders submitted bids (if applicable): 3

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
12205	2026	(2050) FLEET MANAGEMENT - GARAGE	TWO FREIGHTLINER M2-106 CREW CAB TRUCKS WITH DUMP BODIES FOR STORMWATER DEPT (SEALED BID 6052)	$253,222.00	(232872) WARD INTERNATIONAL TRUCKS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00012205-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC P O BOX 50375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	232872				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CREW CAB 33,000 GVW WITH HYDRAULIC CONTRACTOR DUMP BODY CONTRACTOR BED: 12'DRW 1/8" DIAMOND PLATE STEEL FLOOR 3" CHANNEL CROSS MEMBERS 6" CHANNEL LONGBEAMS SET AT 34" WIDE FULL LENGTH FOLD-DOWN SIDES & REAR GATE 3"x4" TUBE BULKHEAD W/STOP, TAIL, TURN & REVERSE LIGHTS BUILD BULKHEAD TO FIT MACK MD7 NO GN HITCH WITH THIS LENGTH BED SINGLE 7-WAY TRAILER PLUG LED LIGHTS UNDERCOATED POWDER COATED BLACK GLOSS BLACK STEEL UNDERBODY TRUCK TOOL BOX W/ALUMINUM DOOR 18"x18"x48" POWDER COATED DIAMOND TREAD ALUMINUM DOOR ADDS A HIGH LEVEL OF CORROSION RESISTANCE TO THE PART OF THE BOX THAT IS MOST EXPOSED. BLACK POWDER COATING HELPS KEEP THE BOX CORROSION-RESISTANT. GUARD AGAINST THEFT W/LOCKING, DIE-CAST COMPRESSION LATCH. BUILT FOR LONG LIFE W/AIRCRAFT-GRADE CABLES AND A REPLACEABLE GASKET SEALING SYSTEM MADE IN THE USA 18x18 INCH WELDED BLACK STRUCTURAL STEEL MOUNTING BRACKETS 30 TON HEAVY DUTY SWIVEL TYPE PINTLE HOOK ALLOWS TOWING	2.00 EACH	126611.00000	253222.00

Bill To	Requisition 00012205-00 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
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 50375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	AGEET@CITYOFMOBILE.GOV
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	232872				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	HEAVY EQUIPMENT OVER UNEVEN TERRAIN STRONG FORGED STEEL CONSTRUCTION SPRING-LOADED PINTLE HOOK LOCK ARM PROVIDES A SECURE HOLD ONTO 3IN I.D LUNETTE EYES AND DRAWBARS HAULS UP TO 60,000 LBS. 7-WAY TRAILER PLUG, TRUCK-SIDE 7-WAY ROUND DURABLE NYLON PLASTIC CONSTRUCTION BUILT IN SAFETY LATCH ASSURES A SECURE CONNECTION SPRING-LOADED DOOR PROTECTS TERMINALS WHEN NOT IN USE. MISC. VALVES, FITTINGS, HOSES, GLADHANDS TO INSTALL THE TRACTOR PACKAGE, AND STEEL TO FABRICATE HITCH PLATE. INSTALL PRO CONTRACTOR BODY ON TRUCK, WELD MOUNTING BRACKET TO BODY & BOLT TO TRUCK FRAME (CENTER MOUNTING PLATE AS CLOSE TO CENTER OF REAR AXLE AS POSSIBLE), WIRE LIGHTS, TEST LIGHTS AND TRAILER PLUG CONNECTION MARK FRAME, DRILL HOLES FOR TOOLBOX MOUNTS, INSTALL MOUNTS, MARK TOOLBOX, DRILL HOLES TO ALIGN W/TOOLBOX MOUNTS, MOUNT TOOLBOX, ADJUST STRIKER TO ENSURE BOX IS WATER TIGHT LAYOUT AND FABRICATE 1" HITCH PLATE, MAG-DRILL HOLES FOR PINTLE HITCH, LIGHTS PAINT ALL AREAS AFFECTED BY INSTALL INSTALL TRACTOR PACKAGE			

Bill To	Requisition 00012205-00 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
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 50375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	AGEET@CITYOFMOBILE.GOV
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	232872				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	ONTO TRUCK, ROUTE AIR LINES TO REAR OF TRUCK, PLUMB AIR LINES, INSTALL GLADHANDS VENDOR TO DELIVER 2027 INTERNATIONAL MV607 CHASSIS WITH KNAPHEIDE GCDH-120B-P CONTRACTOR HYDRAULIC DUMP BODY AND PINTLE TRAILER HITCH AS PER CITY OF MOBILE BID # 6052 AND YOUR QUOTE			

Additional Description Notes

TRUCK CREW CAB 33,000 GVW WITH HYDRAULIC CI=ONTRACTOR DUMP BODY

PRO-CONTRACTOR BED:
12'DRW
1/8" DIAMOND PLATE STEEL FLOOR
3" CHANNEL CROSS MEMBERS
6" CHANNEL LONGBEAMS SET AT 34" WIDE
FULL LENGTH FOLD-DOWN SIDES & REAR GATE
3"x4" TUBE BULKHEAD W/STOP, TAIL,TURN & REVERSE LIGHTS
BUILD BULKHEAD TO FIT MACK MD7
NO GN HITCH WITH THIS LENGTH BED
SINGLE 7-WAY TRAILER PLUG
LED LIGHTS
UNDERCOATED
POWDER COATED BLACK

GLOSS BLACK STEEL UNDERBODY TRUCK TOOL BOX W/ALUMINUM DOOR
18"x18"x48"
POWDER COATED DIAMOND TREAD ALUMINUM DOOR ADDS A HIGH LEVEL OF CORROSION RESISTANCE TO THE PART OF THE BOX THAT IS MOST EXPOSED.

Bill To	Requisition 00012205-00 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 4

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 50375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	AGEET@CITYOFMOBILE.GOV
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	232872				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	BLACK POWDER COATING HELPS KEEP THE BOX CORROSION-RESISTANT. GUARD AGAINST THEFT W/LOCKING, DIE-CAST COMPRESSION LATCH. BUILT FOR LONG LIFE W/AIRCRAFT-GRADE CABLES AND A REPLACEABLE GASKET SEALING SYSTEM MADE IN THE USA 18x18 INCH WELDED BLACK STRUCTURAL STEEL MOUNTING BRACKETS 30 TON HEAVY DUTY SWIVEL TYPE PINTLE HOOK ALLOWS TOWING HEAVY EQUIPMENT OVER UNEVEN TERRAIN STRONG FORGED STEEL CONSTRUCTION SPRING-LOADED PINTLE HOOK LOCK ARM PROVIDES A SECURE HOLD ONTO 3IN I.D LUNETTE EYES AND DRAWBARS HAULS UP TO 60,000 LBS. 7-WAY TRAILER PLUG, TRUCK-SIDE 7-WAY ROUND DURABLE NYLON PLASTIC CONSTRUCTION BUILT IN SAFETY LATCH ASSURES A SECURE CONNECTION SPRING-LOADED DOOR PROTECTS TERMINALS WHEN NOT IN USE. MISC. VALVES, FITTINGS, HOSES, GLADHANDS TO INSTALL THE TRACTOR PACKAGE, AND STEEL TO FABRICATE HITCH PLATE. INSTALL PRO CONTRACTOR BODY ON TRUCK, WELD MOUNTING BRACKET TO BODY & BOLT TO TRUCK FRAME (CENTER MOUNTING PLATE AS CLOSE TO CENTER OF REAR AXLE AS POSSIBLE), WIRE LIGHTS, TEST LIGHTS AND TRAILER PLUG CONNECTION MARK FRAME, DRILL HOLES FOR TOOLBOX MOUNTS, INSTALL MOUNTS, MARK TOOLBOX, DRILL HOLES TO ALIGN W/TOOLBOX MOUNTS, MOUNT TOOLBOX, ADJUST STRIKER TO ENSURE BOX IS WATER TIGHT LAYOUT AND FABRICATE 1" HITCH PLATE, MAG-DRILL HOLES FOR PINTLE HITCH, LIGHTS PAINT ALL AREAS AFFECTED BY INSTALL INSTALL TRACTOR PACKAGE ONTO TRUCK, ROUTE AIR LINES TO REAR OF TRUCK, PLUMB AIR LINES, INSTALL GLADHANDS			

Bill To	Requisition 00012205-00 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 5

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 50375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	AGEET@CITYOFMOBILE.GOV
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	232872				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	TRUCK SHOULD BE DELIVERED W/AN 84" CAB TO AXLE LENGTH.			
	VENDOR TO PROVIDE 2027 FREIGHTLINER M2-106 PLUS CREW CAB WITH FLEETCO PRO CONTRACTOR HYDRAULIC DUMP BODY AND PINTLE TRAILER HITCH			
	AS REQUESTED BY 2096-STORMWATER			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			253222.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 253222.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	253222.00	1428769.01

Bill To	Requisition 00012205-00 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 6

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC	MOTOR POOL - ATTN: ADAM LYNN
P O BOX 50375	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36605	AGEET@CITYOFMOBILE.GOV
Tel#251-433-5616	Delivery Reference
Fax 251-433-5617	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/26	232872				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
PUBLIC SERVICES ADMINISTRATION	FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Rejected	05/07/26	MATTHEW ANDERSON	NA
Approved	05/07/26	MATTHEW ANDERSON	NA
Approved	05/07/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/07/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/07/26	MATTHEW ANDERSON	
Approved	05/07/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/07/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/26/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/26/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/26/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/26/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/26/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/26/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/26/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/26/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/26/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6052
FOR
33,000 GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY

WARD INTERNATIONAL	$126,611.00	INT'L MV607 KNAPHEIDE GLDM-120B-P
EMPIRE TRUCK	$130,393.00	FREIGHTLINER M2-106 PLUS FLEETCO AO CONTRACTOR BED
THOMPSON TRACTOR	$158,857.23	FREIGHTLINER M2 LEDWELL CUSTOM 14' FLATBED DUMP

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:
5/8/2026	6052	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 22, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	33,000 lb. GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY					
APPX 1-3	2026 or Newer 33,000 lb. GVWR Crew Cab Truck with Hydraulic Dumping Contractor Body as per the following and attached specifications:					
	Chassis:					
	Make_____ Model_____					
	Year _____					
	Body:					
	Make_____ Model_____					
	You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery.					
	Price must include delivery FOB Mobile.					
	Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.					
	Include cost of the title application in your price.					
	A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.gov.					
	Page 1 of 2		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		EXTENSION	
				Dollars	Cents	Dollars	Cents

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. 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.

Pricing to be firm for a three (3) month period following award.

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 _____

33,000-LB GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY

CAB	4-DOOR CREW CAB
DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF
DRIVER SEAT	AIR SUSPENDED
DRIVER SEAT UPHOLSTERY	VINYL
SEAT-PASSENGER	VINYL BENCH SEAT, MID BACK, W/STORAGE BOX
PASSENGER SEAT	BENCH SEAT SUPPORT, INTEGRATED STORAGE BOX
PASSENGER SEAT UPHOLSTERY	VINYL
HEADLAMPS	HALOGEN
DOOR/WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS
CHASSIS	MEDIUM DUTY, CLASS 7 W/6.7L, (MAX 33,000LBS GVWR)
OPERATING CLASS	OPERATING CLASS 7; 33,000LB GVWR
ENGINE MOTOR	CUMMINS 300HP@2600RPM (GOV) 660 LB-FT, US20
TRANSMISSION	3000 RDS 6-SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION
TRANSMISSION AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE
ENGINE BRAKE TYPE	VGT TURBO EXHAUST BRAKE
BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH
STARTER MOTOR	12-VOLT MELCO STARTER
FRONT AXLE	12,000LB MERITOR MFS+
MIRRORS-EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, BLACK

HYDRAULIC DUMPING CONTRACTOR BED WITH FOLD DOWN OR DROP DOWN SIDES AND PINTLE TRAILER HITCH

HYDRAULIC DUMPING PRO-CONTRACTOR BED WITH FOLD DOWN OR DROP DOWN

DUMPING HOIST CAPABLE OF DUMPING 8-10 TONS

12'DRW

1/8" DIAMOND PLATE STEEL FLOOR

3" CHANNEL CROSS MEMBERS

6" CHANNEL LONGBEAMS SET AT 34" WIDE

FULL LENGTH FOLD-DOWN SIDES & REAR GATE

3"x4" TUBE BULKHEAD W/STOP, TAIL,TURN & REVERSE LIGHTS

BUILD BULKHEAD TO FIT TRUCK

SINGLE 7-WAY TRAILER PLUG

LED LIGHTS

UNDERCOATED

POWDER COATED BLACK

GLOSS BLACK STEEL UNDERBODY TRUCK TOOL BOX W/ALUMINUM DOOR

18"x18"x48"

POWDER COATED DIAMOND TREAD ALUMINUM DOOR.

18x18 INCH WELDED BLACK STRUCTURAL STEEL MOUNTING BRACKETS

30 TON HEAVY DUTY SWIVEL TYPE PINTLE HOOK

ALLOWS TOWING HEAVY EQUIPMENT OVER UNEVEN TERRAIN

STRONG FORGED STEEL CONSTRUCTION

SPRING-LOADED PINTLE HOOK LOCK ARM PROVIDES A SECURE HOLD ONTO 3IN I.D

LUNETTE EYES AND DRAWBARS

HITCH TO BE RATED UP TO 60,000 LBS.

7-WAY TRAILER PLUG, TRUCK-SIDE

7-WAY ROUND

BUILT IN SAFETY LATCH FOR TRAILER P,LUG

SPRING-LOADED DOOR PROTECTS TERMINALS WHEN NOT IN USE.

PROVIDE VALVES, FITTINGS, HOSES, GLADHANDS TO INSTALL THE TRACTOR PACKAGE, AND STEEL TO FABRICATE HITCH PLATE.

INSTALL CONTRACTOR BODY ON TRUCK

INSTALL HITCH PLATE AND PINTLE HITCH

PAINT ALL AREAS AFFECTED BY INSTALL

INSTALL TRACTOR / TRAILER PACKAGE ONTO TRUCK, ROUTE AIR LINES TO REAR OF TRUCK, PLUMB AIR LINES, INSTALL GLADHANDS

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

C#5827

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:
Installation of new and upgraded city purchased lighting assemblies/football field light/new pedestals, additional circuit and conduit for future expansion, installation of new city purchased lighted scoreboard, supplying existing well pump with new power for the field irrigation system.

Amount of Contract:
$288,175.00

Funding Source
F584-001 - CIP Trimmier Park Lights Upgrade

ATTACHMENTS:
1. Trimmier Council Pkg

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 Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract Agreement between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full herein. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Bill Smith Electric, Inc.
Project Name:	CIP Trimmier Park Lights Upgrade
Project Number:	PR-068-24
Amount:	$288,175.00

Adopted:

_____

City Clerk

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Trimmier Park Lights Upgrade

ARCHITECTURAL ENGINEERING PROJECT# PR-068-24

PROJECT #F584-001 (20002000-48010) **DATE OF RECEIPT**_____

PROJECT DESCRIPTION Construction project: Installation of new and upgraded City purchased lighting assemblies/football field light/new pedestals, additional circuit and conduit for future expansion, installation of new city purchased lighted scoreboard, supplying existing well pump with new power for the field irrigation system.

CONTRACT AMOUNT $288,175.00

VENDOR NAME Bill Smith Electric, Inc. **VENDOR NUMBER** 286307

DEPT # 3030 **DEPT NAME** Real Estate Asset Mgt.

CONTRACT ADMINISTRATOR Carleen Stout

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* **Construction**** Non Contractual Performance

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: Rhonda Lewis **Date** 6-24-2026

Revised 2/25/2016 Marilyn McMillan

June 25, 2026

Subject: CIP TRIMMIER PARK LIGHTS UPGRADE

Dear Council Members:

Attached to this memo is an agreement/contract between Bill Smith Electric Inc. and the City of Mobile, for the project number PR-068-24 titled, "CIP TRIMMIER PARK LIGHTS UPGRADE" in the amount of $ 288,175.00.

We look forward to continued communication on this important project. Please call me at 251-208-6035 or email me at chuck.babin@cityofmobile.gov with questions or concerns.

Respectfully,

Chuck Babin

Information on this project is as follows:

Commitment Type:	**Construction**
Department:	**Real Estate Asset Management**
Fiscal Year:	**26**
District:	**3**

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 1]

To: RHONDA LEWIS (Requester) / REAM (Department)

From: City of Mobile Legal Department
Date: 06/15/2026
CityLaw ID: A26-1970
Project / Contract Title: CONTRACT - CIP TRIMMIER PARK LIGHTS UPGRADE
Vendor / Consultant: BILL SMITH ELECTRIC, INC.

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Other (specify): _____
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ☐ Other (specify): RECOMMENDATIONS: (1) DELETE SECOND CONTRACTOR SIGNATURE (THERE ARE TWO) AND ADD CONTRACTOR NAME AT SIGNATURE LINE; (2) REQUEST THE COI AND ENDORSEMENTS AND ADD BOTH TO CONTRACT PACKET; (3) REVISE THE NOTARY ACKNOWLEGEMENT FOR CORPORATION--SAMPLE IN EMAIL TRANSMITTAL; (4) DELETE REAM ON FIRST PAGE OF CONTRACT AND "SE" AT BARTER'S NAME; (5) INCLUDE E-VERIFY, GENERAL CONDITIONS AND OTHER SUPPORTING DOCS/EXHIBITS.
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
06/15/2026 — **Date**

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the date last signed.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Bill Smith Electric, Inc.
1095 Hidden Terrace Drive
Cantonment, FL 32533
(850)968-6500

for the following Project:
(Name, location and detailed description)

CIP Trimmier Park Lights Upgrade
PR-068-24
3600 Alba Club Road
Mobile, AL 36605
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA **Scope:** Installation of new and upgraded City purchased lighting assemblies to replace previously demolished football field light; New service pedestals, with additional circuit and conduit planning to accommodate future expansion; Installation of a new City purchased lighted scoreboard; Supplying the existing well pump with new power for the field irrigation system.

The Design Consultant:
(Name, legal status, address and other information)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695
(251)307-1037

The Structural Consultant:
(Name, location and detailed description)

Barter & Associates, Inc
1614 Government St.
Mobile, AL 36604

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. In the event of conflict in the documents the following order of precedence shall control: this executed A101 Agreement and any amendments, change orders, supplementary conditions, general conditions, specifications, drawings, manufacturer reference documents. Technical reference materials do not supersede contract requirements. Modifications made by the Owner control over standard AIA language. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

§ 3.1.1 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[X] Not later than Sixty (60) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eighty-Eight Thousand One Hundred Seventy Five and 00/100 Dollars ($ 288,175.00), subject to additions and deductions as provided in the Contract Documents.

Base Original Bid: $ 284,100.00

Renegotiated Base Bid: $ 268,175.00

Envelope Adjustment: $ 0.00

Contingency Allowances: $20,000.00

Alternates 1,2,3, and 5: $0.00

Total Contract Sum: $288,175.00

§ 4.2 Alternates

§4.2.1 Alternates, if any, included in the Contract Sum:

N/A

§ 4.3 Contingency Allowance

Contingency Allowance: Twenty Thousand and 00/100 ($ 20,000.00)

§4.3.1 Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

§4.3.2 Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

§4.3.3 All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work

§4.3.4 Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

§4.3.5 Allowances are subject to the same provision of AIA 201 §7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (Price per Unit ($0.00).00)

§ 4.5 Liquidated damages

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 that remains uncompleted or any required closeout documents that are not acceptably submitted for more than thirty (30) days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the

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Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Design Consultant by the Contractor and Certificates for Payment issued by the Design Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Design Consultant not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Design Consultant after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Design Consultant receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Consultant may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Design Consultant determines, in the Design Consultant 's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Design Consultant has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Design Consultant may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

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§ 5.1.7.1.1 The following items are not subject to retainage: N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and a Certificate of Substantial Completion has been issued by the Design Consultant /Owner and the project accepted.

§ 5.2.2 The final two- and one-half percent (2.5%) of the total Contract Sum retained by the Owner for final payment to the Contractor of retainage will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following to show that these requirements have been met:

.1 Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents)

.1.1 Contractor's Release or Waiver of Liens

.1.2 Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers:

.2 Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);

.3 Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);

.4 Any additional close out requirements per the contract documents; and

.5 Notarized Affidavit of Notice of Completion advertisement from publisher.

§ 5.3 Publication of Completion

§ 5.3.1 Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Ala. Code 1975 § 39-1-1 (f).

.1 The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _Bill Smith Electric, Inc. has completed the contract for CIP Trimmier Park Lights Upgrade, located at 3600 Alba Club Road Mobile, AL 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Real Estate Asset Management Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

§ 5.3.2 Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

§ 5.3.2 Final settlement shall not be paid until 30 days after the completion of the notice of publication Ala. Code 1975 § 39-1-1 (f) (3).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker The Design Consultant will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the

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Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 6.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEIOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

Director, Real Estate Asset Management
P.O. Box 1827
Mobile, AL 36633-1827

§ 8.3 The Contractor's representative:

Jacob W. Smith, President
1095 Hidden Terrace Drive
Cantonment, FL 32533
850-968-6500

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 Liability of Contractor: 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).

§ 8.5.1. This section of the Agreement will survive the expiration or termination of the Agreement.

§ 8.5.2 Contractors Insurance

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, and "in rem" endorsements if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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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

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence; or
Bodily Injury and Property Damage	$1,000,000 combined single limit

.4 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)

.5 Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property damage	$1,000,000 each occurrence; or,
Bodily Injury and Property damage	$1,000,000 combined single limit

.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's/Engineer's and Contractor's services and expenses required as a result of such insured loss.

.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

.4 This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

.5 A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.11 Contractor shall procure and maintain insurance as specified above:

.1 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.

.2 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.

.3 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.

.4 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.

.5 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.

.12 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.

.13 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Design Consultant/ Engineer and the Design Consultant's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's

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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.

§ 8.5.3 Bonds The Contractor shall provide bonds as set forth below:

.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

.3 The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

.1 Bond shall be submitted with the executed agreement on provided form(s).
.2 Power of Attorney is required for both bonds.
.3 A Surety authorized to do business in the State of Alabama shall furnish both bonds.
.4 A Surety licensed to do business in the State of Alabama must execute the bonds.
.5 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
.6 The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.7 Warranties
Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Drawings- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

.4 Specifications- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
Exhibit A: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit B: Certificate of Liability Insurance
Exhibit C: Performance, Labor and Material Bonds
Exhibit D: E-Verify Documents
Exhibit E: Secretary of State
Exhibit F: Bidding And Contract Requirement Documents

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§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

§ 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout. The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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This Agreement entered into as of the day and year of last execution:

CONTRACTOR: BILL SMITH ELECTRIC, INC.

NAME, TITLE
Michael C. Smith, Vice President

State of Florida
County of Escambia

I, Bryan F. Harper , a Notary Public in and for said County in said State, hereby certify that Michael C. Smith whose name as Vice President of the BILL SMITH ELECTRIC, INC., a Florida 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.

Given under my hand this 22nd day of June . 2026 .

(Seal)

BRYAN F. HARPER
Notary Public-State of Florida
Commission # HH 792544
My Commission Expires
June 03, 2030

Notary Public

My commission expires: June 03, 2030

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor

Date:_____

ATTEST:

_____
City Clerk

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

CIP Trimmier Park Lights Upgrade
3600 Alba Club Road
Mobile, AL 36605
PR- 068-24

THE OWNER:
(Name, legal status and address)

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

THE DESIGN CONSULTANT:
(Name, legal status and address)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

TABLE OF ARTICLES

1 GENERAL PROVISIONS

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12 UNCOVERING AND CORRECTION OF WORK

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13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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 Design Consultant. 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 Design Consultant or the Design Consultant's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Design Consultant or the Design Consultant's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Design Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Consultant'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 theDesign Consultant and the Design Consultant's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Design Consultant and the Design Consultant'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 Design Consultant's or Design Consultant'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, Design Consultant, and the Design Consultant's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

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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 Design Consultant does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain a Design Consultant for this project, that person is referred to as the Design Consultant in this document, and shall preform duties of design and supervision of construction and other duties as described herein, if a provision is left to an Architect it is the Owner's intention that said Design Conuslant shall be repsonsible.

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§ 2.3.3 If the employment of the Design Consultant 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 Design Consultant.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Design Consultant and the Design Consultant 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 Design Consultant'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 Design Consultant, 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 Design Consultant in the Design Consultant'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.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Design Consultant 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 Design Consultant 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 Design Consultant, and shall propose alternative means, methods, techniques, sequences, or procedures. The Design Consultant and/or Owner shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Design Consultant 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 days after the opening of sealed Bid, the Contractor shall furnish, 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 Owner.

§ 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.

§ 3.4.1.1 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.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Design Consultant in accordance with Section 3.12.8 or ordered by the Design Consultant in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Design Consultant and in accordance with a Change Order or Construction Change Directive. Construction Change Directive's should be used only in emergencies and in compliance with Alabama Code Title 39 or 41 as applicable.
§ 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 is responsible for the skill of Work. All workers 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.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the opinion of the Design Consultant and/or Owner, 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 Design Consultant or Owner's representative, or is otherwise objectionable, shall at the written request by the Design Consultant, 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 Design Consultant and/or Owner.
§ 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 Design Consultant may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-9 Nondiscrimination Provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. 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, national origin or disability. Such action 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, including 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, national origin or disability.
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 worker's representative of the contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
4. In the event of the contractor's noncompliance with the nondiscrimination 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. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that such provisions will be binding upon each subcontractor or vendor.
6. Each contractor will agree to the above in writing, including the contractor's commitment

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to follow the Americans with Disabilities Act of 1990.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-10 to encourage participation of socially and economically disadvantaged contractors by utilizing the Subcontracting and Major Supplier Plan included in the Bid Package.

§ 3.5 Warranty

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Design Consultant 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 Design Consultant, 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. Most Owner projects are exempt from Sales Tax and should be accounted for in bid package. A completed Form C-3A: Accounting of Sales Tax must be submitted with all Bid Forms. Submission of Sales Tax Form C-3A with the Proposal Form is required

§ 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 any other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Design Consultant before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Design Consultant will promptly investigate such conditions and, if the Design Consultant 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 Design Consultant 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 Design Consultant shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Design Consultant's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 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 Design Consultant. 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 Design Consultant of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Design Consultant may notify the Contractor, stating whether the Owner or the Design Consultant (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Design Consultant 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 Design Consultant 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 seven days after being awarded the Contract, shall submit for the Owner's and Design Consultant'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, within seven days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Design Consultant's approval. The Design Consultant'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 Design Consultant reasonable time to

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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 Design Consultant.

§ 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 Design Consultant and Owner, and delivered to the Design Consultant 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 Design Consultant is subject to the limitations of Section 4.2.7. Informational submittals upon which the Design Consultant 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 Design Consultant without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Design Consultant, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Design Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Consultant 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. Th Contractor shall check and approve them either in writing or by stamp before forwarding to the Design Consultant. The Design Consultant 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 Design Consultant'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 Design Consultant 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Design Consultant 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.

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§ 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 Design Consultant.

§ 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 Design Consultant's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Design Consultant of such deviation at the time of submittal and (1) the Design Consultant 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 Design Consultant'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 Design Consultant on previous submittals. In the absence of such notice, the Design Consultant'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 Design Consultant 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 Design Consultant. The Owner and the Design Consultant 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 Design Consultant have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Design Consultant 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 Design Consultant at the time and in the form specified by the Design Consultant.

§ 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

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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 Design Consultant 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 Design Consultant 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 Design Consultant. 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 Owner and/or Design Consultant.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Design Consultant, Design Consultant'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 would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 Design Consultant

§ 4.1 General

§ 4.1.1 The Design Consultantt is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Design Consultant 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 Owner issues the final Certificate for Payment from time to time during the one-year period for correction of Work described in Section 12.2.. The Design Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 4.2.2 The Design Consultant 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 Design Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Consultant 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 Design Consultant 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 Design Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Consultant 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 Design Consultant in all communications that relate to or affect the Design Consultant's services or professional responsibilities. The Owner shall promptly notify the Design Consultant of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Design Consultant's consultants shall be through the Design Consultant. 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., Owner's representive should be included in all relevent communications.

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

§ 4.2.6 The Design Consultant has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Consultant considers it necessary or advisable, the Design Consultant 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 Design Consultant 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 Design Consultant to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Design Consultant 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 Design Consultant's action will be taken in accordance with the submittal schedule approved by the Design Consultant or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Consultant'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 Design Consultant'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 Design Consultant's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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§ 4.2.9 The Design Consultant 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 Design Consultant agree, the Design Consultant will provide one or more Project representatives to assist in carrying out the Design Consultant'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 Design Consultant will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Consultant'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 Design Consultant 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 Design Consultant 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.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the apparent low bidder, within (3) days after bids are opened shall notify the Owner and Design Consultant 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 Design Consultant may notify the Contractor whether the Owner or the Design Consultant (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Design Consultant 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 Design Consultant 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 Design Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Consultant has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted

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promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Design Consultant 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 Design Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Design Consultant 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 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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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 Design Consultant 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 Design Consultant 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. .

§ 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 Design Consultant 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, subject to review by Owner. Construction Change Directive or order for a minor change in the Work should be used only in emergency situations. Changes in the Work are subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.

1. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.
2. Emergencies arising during the course of the Work of the Contract.
3. 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.
4. 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.

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§ 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 signed by the Owner, Contractor, and Design Consultant 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 Design Consultant 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 shall only be utilized to the extent they do not violate Title 39, Code of Alabama, 1975, as amended.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Design Consultant and signed by the Owner and Design Consultant, 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. This is only to be used when necessitated by emergency, and should be followed up with a Change Order and to the extend allowed by Alabama Code Title 39.

§ 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 Design Consultant shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Consultant 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 Design Consultant;

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

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

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.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 Design Consultant 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 Design Consultant. 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 Design Consultant will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Consultant determines, in the Design Consultant's professional judgment, to be reasonably justified. The Design Consultant'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 Design Consultant 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 Design Consultant 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 Design Consultant 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 Design Consultant'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 Design Consultant and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Design Consultant's order for a minor change without prior notice to the Design Consultant that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Design Consultant 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.

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§ 8.2 Progress and Completion

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

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

§ 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 Design Consultant, 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 Design Consultant determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Design Consultant 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 Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted, to the extent allowed by Title 39, Code of Alabama 1975 as amended.

§ 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 Design Consultant 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 Design Consultant. This schedule, unless objected to by the Design Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Design Consultant and supported by such data to substantiate its accuracy as the Design Consultant may require, and unless objected to by the Design Consultant, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Design Consultant 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

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Owner or Design Consultant 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).

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials 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 Design Consultant 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 Design Consultant determines is properly due, and notify the Contractor and Owner of the Design Consultant'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 Design Consultant'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 Design Consultant to the Owner, based on the Design Consultant's evaluation of the Work and the data in the Application for Payment, that, to the best of the Design Consultant'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 Design Consultant. However, the issuance of a Certificate for Payment will not be a representation that the Design Consultant 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 Design Consultant may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Consultant's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Consultant is unable to certify payment in the amount of the Application, the Design Consultant will notify the Contractor and Owner as provided in Section 9.4.1. If the

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Contractor and Design Consultant cannot agree on a revised amount, the Design Consultant will promptly issue a Certificate for Payment for the amount for which the Design Consultant is able to make such representations to the Owner. The Design Consultant 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 Design Consultant'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 Design Consultant'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 Design Consultant 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 Design Consultant and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Design Consultant 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 Design Consultant.

§ 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 Design Consultant 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 Design Consultant and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Design Consultant 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.

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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 Design Consultant 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 Design Consultant.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Design Consultant 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 Design Consultant will promptly make such inspection. When the Design Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Consultant will promptly issue a final Certificate for Payment stating that to the best of the Design Consultant's knowledge, information and belief, and on the basis of the Design Consultant'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 Design Consultant'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 Design Consultant (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 and other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Design Consultant so confirms, the Owner shall, upon application by the Contractor and certification by the Design Consultant, 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 Design Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

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§ 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 Design Consultant 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 Design Consultant or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Design Consultant, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 Design Consultant 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 Design Consultant will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Consultant'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 Design Consultant. In such case, the Contractor shall then submit a request for another inspection by the Design Consultant to determine Substantial Completion.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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.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 (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 Design Consultant 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 Design Consultant.

§ 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.

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§ 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 Design Consultant 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 Design Consultant 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 Design Consultant 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 Design Consultant has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Design Consultant have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site 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 on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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

ARTICLE 11 INSURANCE AND BONDS

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

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§ 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.

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 Design Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Consultant, be uncovered for the Design Consultant'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 Design Consultant has not specifically requested to examine prior to its being covered, the Design Consultant 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 Design Consultant 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 Design Consultant'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 Design Consultant, the Owner may

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correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Alabama and Jurisdiction shall be in Mobile County or Southern District 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, Design Consultant, 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.

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§ 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 Design Consultant timely notice of when and where tests and inspections are to be made so that the Design Consultant 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 Design Consultant, 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 Design Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design Consultant of when and where tests and inspections are to be made so that the Design Consultant 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 Design Consultant'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 Design Consultant.

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

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

§ 13.4.7 Test, inspections or approvals made in addition to the Design Consultant'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 BUILD MOBILE for inspections and approval at the times required by the Ciyt requirements, as well as notify the Design Consultant, 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 Design Consultant 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 Design Consultant has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Design Consultant, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Design Consultant, 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 Design Consultant 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 Design Consultant's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

Shall be governed by applicable Alabama State Law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Design Consultant, if the Design Consultant is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Design Consultant 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 Design Consultant will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is

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not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

§ 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

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reasons therefor; and (3) notify the parties and the Design Consultant, if the Design Consultant 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.

§ 15.2.7 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 or arbitration as a condition precedent to binding dispute resolution.

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EXHIBIT "A"

City of Mobile

Office of Supplier Diversity

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 Supplier Diversity 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 Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-068-24 Current Date 6 /8 /26

Project Description Trimmier Park football field lighting and scoreboard replacement

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.

Contractor will prove single trade services and will not be using any sub-contractors.

Carleen Stout
Requested By (Department Director)

C. Stout (Jun 8, 2026 10:21:57 CDT)
(Signature)

Director, Real Estate Asset Mgt
(Title)

(Date)

251-208-7492
Telephone Number

carleen.stout@cityofmobile.gov
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd
(Signature)

Small Bus. Dev. MGR
(Title)

06/10/2026
(Date)

Approved By (CAO)

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Bill Smith Electric, Inc.
Address	PO Box 1057 Gonzalez, FL 32560
Telephone	850-968-6500
E-Mail	jake@billsmithelectric.com

RFP/RFQ Solicitation Number	PR-068-24
Project Description	Trimmier Park - Football Stadium Lighting
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 27 Female 4 Minority 2 Non-minority 29 SDVO _____ Total number of Employees 31

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob W. Smith

Signature: _____ Date: 6/3/2026

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: Jacob W. Smith Title: President

Email: jake@billsmithelectric.com Phone: 850-968-6500

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 Bill Smith Electric, Inc. Your Bid/Proposal Amount $ 304,100 Date: 6/3/2026

Description PR-068-24 Name of Bidder/Proposer: Jacob W. Smith

Trimmier Park - Football Stadium Lighting

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
Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.						

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bill Smith Electric, Inc.

Contact Person: Jacob W. Smith Phone: 850-968-6500 Email: jake@billsmithelectric.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.
	✓	**DBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

_✓_ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.

Section 2(B): Qualified electrician is required for this project.

PD-068-24 Waiver of DBE FORM

Final Audit Report 2026-06-10

Created:	2026-06-08
By:	Rhonda Lewis (rhonda.lewis@cityofmobile.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYNNSfYmNUrFtso05sFT6CpfiyaXa6ZV

"PD-068-24 Waiver of DBE FORM" History

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Signer carleen.stout@cityofmobile.gov entered name at signing as C. Stout
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Agreement completed.
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MOBILE ALABAMA | Powered by Adobe Acrobat Sign

EXHIBIT "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - Pensacola
10427 Sorrento Rd, Ste 305
Pensacola FL 32507
License#: L100460

CONTACT NAME: Melissa Harris
PHONE (A/C, No, Ext): 850-453-6512 **FAX (A/C, No):** 850-453-6512
E-MAIL ADDRESS: Melissa.Harris@Acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	10178
INSURER B : Evanston Insurance Company	35378
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bill Smith Electric, Inc
P.O. Box 1057
Gonzalez FL 32560
BILLSMI-02

COVERAGES **CERTIFICATE NUMBER:** 500922890 **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 Lia. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL10008624702	7/24/2025	7/24/2026	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 / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA10008624602	7/24/2025	7/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			UMB10008625002	7/24/2025	7/24/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC010010323800	7/24/2025	7/24/2026	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
B A	Contractor's Pollution Inland Marine Installation Floater			CPLMOL133176 CM10008624802	7/24/2025 7/24/2025	7/24/2026 7/24/2026	Limit Scheduled Equipment Installation Floater	$1,000,000 $336,750 $650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater Included in Policy Number CM10008624801
Jobsite Limit $650,000
Temporary Storage Limit $100,000
Transit Limit $300,000
Deductible $1,000

Project Name: CIP Trimmier Park Lights Upgrade Project Location: 3600 Alba Club Road, Mobile, AL 36605 Project Number: PR-068-24
See Attached...

CERTIFICATE HOLDER

City of Mobile
Real Estate Asset Management
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
Chuck H. Lybrand

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AGENCY CUSTOMER ID: BILLSMI-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acentria Insurance - Pensacola	Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560
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

City of Mobile must be notified of cancellation within 30 days, and non-payment within 10 days. 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.

ACORD 101 (2008/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph **1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.

e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

g. Any "employee" of yours using:

(1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) 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. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

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B. Paragraphs **(2)** and **(4)** under section **2. Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Paragraph **5.** under section **B. Exclusions** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph **4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a total maximum of $1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is $75 per day, to a total maximum of $1,500.

B. The following is added to paragraph **4. Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

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d. Auto Loan/Lease Gap Coverage

The following provisions apply:

(1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

(a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

(2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;

(a) Overdue loan payments at the time of the "loss";

(b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and

(c) Carry-over balances from previous loans.

C. Paragraph **3.** under section **B. Exclusions** is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown

b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.**but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated

We will pay up to a maximum of $1,000 for any one "loss".

D. Section **D. Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

a. Theft or mischief or vandalism; or

b. All perils.

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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 equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

   a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.

   b. Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form 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 "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** 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 individual "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", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured 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 architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded 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 the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. **Extended "Property Damage"**

   Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Non-owned Watercraft**

   Exclusion 2.g. (2) (a) is replaced with the following:

   (a) Less than 51 feet long; and

3. **Property Damage Liability – Borrowed Equipment**

   The following is added to Exclusion 2.j. (4):

   Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is $25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. **Limited Electronic Data Liability**

   Exclusion 2.p. is replaced with the following:

   p. Electronic Data

      Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

   The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $10,000.

   We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

   The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

   "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.

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "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;

    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 purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have 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 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;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) 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.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of 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.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. 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.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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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.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

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.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered 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). 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.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured 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 that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "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 to 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 absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless 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;

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(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

(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 own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. 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. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

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6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

    For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

    a. Each of your projects away from premises owned by or rented to you; or

    b. Each "location" owned by or rented to you.

    "Location" as used in this paragraph 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.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. **Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager, if you are a limited liability company;

      (5) A person or organization having proper temporary custody of your property if you die;

      (6) The legal representative of you if you die; or

      (7) A person (other than an "employee") or an organization while acting as your real estate manager.

      To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. **The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

   The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner or insurance manager, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager or insurance manager, if you are a limited liability company;

      (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

      (6) A person or organization having proper temporary custody of your property if you die;

      (7) The legal representative of you if you die; or

      (8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. **The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:**

   e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

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4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form 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 the applicable state(s).

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

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 07-24-25 Policy No. WC0100103238-00 Endorsement No.

Insured BILL SMITH ELECTRIC INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

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Agent Copy

EXHIBIT "C"

PERFORMANCE BOND

Bond No. 101435228

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, Bill Smith Electric, Inc., 1095 Hidden Terrace Drive, Cantonment, FL 32533, hereinafter called the Principal, and Merchants National Bonding, Inc., P.O. BOX 14498, DES MOINES, IA 50306 - 3498, 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 Two H undred Eighty Eight Thousand One H undred Seventy Five and 00/100 Dollars ($288,175.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 22 day of JUNE, 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 Trimmier Park – Lights Upgrades, 3600 Alba Club Road, Mobile, Alabama 36605, PR-068-24, 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 22 day of JUNE, 2026.

CONTRACTOR AS PRINCIPAL
Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: MICHAEL C. SMITH, V.P.

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

Owner's Representative: Carleen Stout
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22 day of JUNE , 2026

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

LABOR AND MATERIAL PAYMENT BOND

Bond No. 101435228

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, Bill Smith Electric, Inc., 1095 Hidden Terrace Drive, Cantonment, FL 32533, as Principal, and Merchants National Bonding, Inc., P.O. Box 14498, DES MOINES, IA 50306 - 3498, 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 Two H undred Eighty Eight Thousand One H undred Seventy Five and 00/100 Dollars ($288,175.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 22 day of JUNE, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Trimmier Park – Lights Upgrades, 3600 Alba Club Road, Mobile, Alabama 36605, PR-068-24, 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 Mark W. Edwards, II, **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 22 day of JUNE, 2026

CONTRACTOR AS PRINCIPAL
Company: Bill Smith Electric, Inc.
(Corporate Seal)
By: _____
(Signature)
Name and Title: MICHAEL C. SMITH, V. P.

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)
By: _____
(Signature)
Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: Mark W. Edwards, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

Owner's Representative: Carleen Stout
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22 day of JUNE , 2026.

William Warner Jr.
Secretary

POA 0018 (1/24)

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **42331**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BILL SMITH ELECTRIC INC

GONZALEZ, FL 32560

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

E: ELECTRICAL

until **June 30, 2027** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

27th day of **May, 2026**

229684

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

EXHIBIT "D"

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1207295

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 Bill Smith Electric, Inc. (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

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1207295

Approved by:

Employer	
Bill Smith Electric, Inc.	
Name (Please Type or Print) Lisa M Rietz	**Title**
Signature Electronically Signed	**Date** 06/16/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/16/2017

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1207295

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Bill Smith Electric, Inc.
Company Facility Address	1095 Hidden Terrace Dr Cantonment, FL 32533
Company Alternate Address	PO Box 1057 Gonzalez, FL 32560
County or Parish	ESCAMBIA
Employer Identification Number	592320406
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1207295

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1207295

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lisa M Rietz
Phone Number	8509686500
Fax	8509378113
Email	lisa@billsmithelectric.com

Name	Bryan Harper
Phone Number	8509686500108
Fax	
Email	bryan@billsmithelectric.com

Company ID Number: 1207295

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT "E"

Alabama Secretary of State

SOS Office | Elections | Services | Records | Contact

Bill Smith Electric, Inc.

Entity ID Number	000-928-186
Entity Type	Foreign Corporation
Principal Address	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Principal Mailing Address	PO BOX 1057 GONZALEZ, FL 32560
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1985
Qualify Date	09/01/2004
Registered Agent Name	PACIFIC REGISTERED AGENTS, INC.
Registered Office Street Address	181 W. VALLEY AVE., #245 BIRMINGHAM, AL 35209
Registered Office Mailing Address	181 W. VALLEY AVE., #245 BIRMINGHAM, AL 35209
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2004 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2024
Transactions	
Transaction Date	12/07/2018

Bill Smith Electric, Inc.

Principal Mailing Address Changed From	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Transaction Date	12/07/2018
Principal Office Changed From	1707 CHEMSTRAND RD CANTONMENT, FL 32533
Transaction Date	02/08/2021
Agent Mailing Address Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	02/08/2021
Registered Agent Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	12/05/2025
Agent Mailing Address Changed From	PACIFIC REGISTERED AGENTS INC 420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Transaction Date	12/05/2025
Registered Agent Changed From	PACIFIC REGISTERED AGENTS INC 420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	09/01/2004 Certificate of Formation 1 pg.
Document Date / Type / Pages	06/12/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/07/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	02/08/2021 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/05/2025 Registered Agent Change 7 pgs.

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-068-24
PROJECT NAME: Trimmier Park - Lights Upgrades
PROJECT LOCATION: 3600 Alba Club Road
Mobile, Alabama 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department Jaguar Consulting dated May 20, 2026; and all Addendum (a) Number(s) 1, dated May 26, 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: Bill Smith Electric, Inc.

ADDRESS: PO Box 1057 Gonzalez, FL 32560 **PHONE** 850-968-6500

ALABAMA GENERAL CONTRACTOR LICENSE NO. 42331

CITY OF MOBILE BUSINESS LICENSE NO. 99050

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 928-186

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. 12652

(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.

Trimmier Park
Lights Upgrades
Mobile, AL
PR-068-24

Base Bid: $ 284,100.00

Contingency Allowance: + $ 20,000.00

Total Base Bid: $ 304,100.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Three Hundred Four Thousand One Hundred and Zero---------- Dollars, ($ 304,100.00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $20,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if

BILL SMITH ELECTRIC, INC.
PO BOX 1057, GONZALEZ, FL 32560
OFFICE (850) 968-6500 FAX (850) 937-8113

June 29, 2026

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

Attn: Chuck Babin

Re: CIP Trimmier Park Lights Upgrade – PR-068-24
Cost Savings Clarification

Mr. Babin:

In response to your email of 6/29/2026 for further clarification on where the cost savings were taken from our original bid amount, please note that we removed costs associated with the use and operation of the Company owned equipment. Removal of these costs resulted in the savings of approximately $15,925.00 to the City for the above-referenced project.

Best regards,

Bryan F. Harper
General Manager
Bill Smith Electric, Inc.

Lewis, Rhonda

From: Tim Forget <tim@billsmithelectric.com>
Sent: Thursday, June 4, 2026 11:58 AM
To: Babin, Chuck
Cc: Tommy McNicoll
Subject: Trimmier

You don't often get email from tim@billsmithelectric.com. Learn why this is important

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

Hi Chuck,

I reviewed my number and skinned a couple things back. I was able to shave it down to $268,175.00 without the allowance. Not sure if this will help reel it in. There is a lot of work on this project, with the wet conditions, (6) deep foundations in poor soils, directional boring, and the new electrical service. The poor/wet soils are the major player on this one.

Feel free to give me a shout to discuss.

Best Regards,

Tim Forget
Project Manager- Estimator
O 850-968-6500
C 251-349-5724

BILL SMITH ELECTRIC

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call our project manager immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

EXHIBIT "F"

PROJECT MANUAL

FOR

Trimmier Park
Lights Upgrades

3600 Alba Club Road
Mobile, Alabama 36605

Project #PR-068-24

May 20, 2026

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: May 26, 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 00410 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Standard form of Agreement Between Owner and Contractor – AIA Documents A101 (with Owner's modifications)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment – AIA Document G702 and AIA Document G703 with DBE Utilization Report
  - Contractor's Affidavit of Payment of Debts and Claims – AIA Document G706
  - Contractor's Affidavit of Release of Liens – AIA document G706A
  - Consent of Surety to Final Payment – AIA Document G707
  - E-Verify Documentation (Sample)
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS

- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01400 Prequalification's & Construction Quilty Requirements
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
- Section 017823 Operation and Maintenance Data
- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
DIVISION 3 CONCRETE
DIVISION 4 MASONRY
DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC
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

DRAWINGS:

T101 Title Sheet
E101 Electrical Legend & Abbreviations & Specifications
E201 Electrical Overall Site Plan
E301 Electrical One Line Diagram & Lighting Control Wiring Diagram
E401 Electrical Schedules & Elevations
S-1 Scoreboard Elevations
S-2 Scoreboard Foundation Details

MUSCO LIGHTING PROJECT RELATED DOCUMENTS (*for reference only)*:
Musco Plans
Musco System Requirements: Control System Summary
Musco Control-Link Control and Monitoring Datasheet
Musco Light-Structure System TLC for LED

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	Trimmier Park – Lights Upgrades
PROJECT LOCATION:	3600 Alba Club Road, Mobile, Alabama 36605
PROJECT NUMBER:	PR-068-24

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 3rd day of June, 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 Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. **Addenda will be issued via www.cityofmobile.org/bids/**

D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

BID SURETY: Required on Bids $50,000.00 or more

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

3 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.

4 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.

5 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

6 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.

7 PRE-BID CONFERENCE:

A. A **MANDATORY** Pre-Bid Conference shall be held on May 26, 2026, **on site, site – 3600 Alba Club Road, Mobile, Alabama 36605 - Football Field**, at 9:00 AM local time. The conference will include a walkthrough of the plans. A representative of the Bidders are required to participate in the MANDATORY Pre-Bid Conference prior to submitting a Bid and include all costs associated with the project in their Bids. A second meeting at the site can be scheduled as necessary but the Contractor is responsible for becoming familiar with the site.

B. Minutes of this conference will be made as an Addendum for the project.

8 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 TRIMMIER PARK – LIGHTS UPGRADES - PROJECT NUMBER: PR-068-24".**

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, JUNE 3, 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.

9 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

10 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.

END OF SECTION 00100

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

CIP Trimmier Park Lights Upgrade
3600 Alba Club Road
Mobile, AL 36605
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

THE OWNER:
(Name, legal status, address, and other information)

City of Mobile
Real Estate Asset Management Department
P. O. Box 1827
Mobile, AL 36633-1827

THEDESIGN CONSULTANT:
(Name, legal status, address, and other information)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695
251-307-1037

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.**§ 2.5** Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and

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warranty requirement for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
Bid (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

from the City of Mobile Real Estate Asset Management Department as listed in the Invitation to Bid. Management

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Via email to Design Consultant and City of Mobile Project Manger, at chuck.babin@cityofmobile.gov

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications

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(such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00400. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of

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Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

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

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on an Alabama bank or a Bid Bond. Bid Security is required for bids exceeding $50,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Submission of Bid shall be as stated in Section 00 11 16, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

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

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

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

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§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

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§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 8.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.Contract Documents as set forth in the attached sample contract.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

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

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

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

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

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

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ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

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

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue prior to bidding and all bidders shall have a
certificate of authorization to do business in Alabama from the Secretary of the State of Alabama. The registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR’S LICENSE

13.1.1 A City of Mobile Contractor’s License is required and must be current at the time of bidding. Contractor must
qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractor’s License will be issued by the Revenue Department. Information on the City Contractor’s License may be obtained by
writing or calling:

BUILD Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration
Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, orated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION

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SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

CIP Trimmier Park Lights Upgrade
3600 Alba Club Road
Mobile, AL 36605
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

THE OWNER:
(Name, legal status, address, and other information)

City of Mobile
Real Estate Asset Management Department
P. O. Box 1827
Mobile, AL 36633-1827

THE DESIGN CONSULTANT:
(Name, legal status, address, and other information)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695
251-307-1037

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.**§ 2.5** Joint Ventures or Associations of Contractors, whether

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the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirement for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
Bid (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

from the City of Mobile Real Estate Asset Management Department as listed in the Invitation to Bid. Management

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Via email to Design Consultant and City of Mobile Project Manger, at chuck.babin@cityofmobile.gov

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test

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data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00400. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and

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other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

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

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

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on an Alabama bank or a Bid Bond. Bid Security is required for bids exceeding $50,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Submission of Bid shall be as stated in Section 00 11 16, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

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

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envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

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

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

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.1 a designation of the Work to be performed with the Bidder's own forces;
.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
.6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-

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§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 8.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile. Contract Documents as set forth in the attached sample contract.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

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

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

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

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

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

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

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

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type of work in this project. See Invitation to Bid, Section 6 “Bidder Qualifications”.

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue prior to bidding and all bidders shall have a certificate of authorization to do business in Alabama from the Secretary of the State of Alabama. The registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR’S LICENSE

13.1.1 A City of Mobile Contractor’s License is required and must be current at the time of bidding. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractor’s License will be issued by the Revenue Department. Information on the City Contractor’s License may be obtained by writing or calling:

BUILD Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, orated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION

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SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

1. BIDDING DOCUMENTS:

   A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

   B. Bidders shall use the complete set of documents in preparing their bid. 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 seven (7) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to chuck.babin@cityofmobile.gov. 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 TRIMMIER PARK – LIGHTS UPGRADES: PR-068-24", 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). Certificate of Insurance (original) with endorsements to City of Mobile;
   (3). Evidence of enrollment in the E-Verify program.
   (4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exist 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 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 Build Mobile Permitting 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:

Build Mobile
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 Build Mobile Permitting 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. All fields may remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Contractor shall not enter into the field area for installation. 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 construction schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. 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 three 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 Trimmier Park – Lights Upgrades – PR-068-24, 3600 Alba Club Road, Mobile, Alabama 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

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 - 00300

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-068-24
PROJECT NAME: Trimmier Park - Lights Upgrades
PROJECT LOCATION: 3600 Alba Club Road
Mobile, Alabama 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department Jaguar Consulting dated May 20, 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: + $ 20,000.00

Total Base Bid: $_____.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ _____.00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $20,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if

any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2025**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Trimmer Park – Lights Upgrades
Project Number: PR-068-24

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
BASE BID:	$_____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

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

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

SECTION 00500
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

A. This section includes the STANDARD FORM OF AGREEMENT BETWEEN OWNER and CONTRACTOR, AIA Document A101, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the date last signed.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
Real Estate Asset Management Department
P. O. Box 1827
Mobile, AL 36633-1827

and the Contractor:
(Name, legal status, address and other information)

_____
_____
_____

for the following Project:
(Name, location and detailed description)

CIP Trimmier Park Lights Upgrade
PR-068-24
3600 Alba Club Road
Mobile, AL 36605
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

The Design Consultant:
(Name, legal status, address and other information)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695
(251)307-1037

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

DRAFT

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

§ 3.1.1 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

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[X] By the following date: August 31, 2026

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $0.00

Envelope Adjustment: $ 0.00

Contingency Allowances: $20,000.00

Alternates 1,2,3, and 5: $0.00

Total Contract Sum: $0.00

§ 4.2 Alternates

§4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price

§ 4.3 Contingency Allowance

§4.3.1 Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

§4.3.2 Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

§4.3.3 All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work

§4.3.4 Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

§4.3.5 Allowances are subject to the same provision of AIA 201 §7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (Price per Unit ($0.00).00)

§ 4.5 Liquidated damages

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User Notes: (69fcdcac800d4588359ef159)

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 that remains uncompleted or any required closeout documents that are not acceptably submitted for more than thirty (30) days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Design Consultant by the Contractor and Certificates for Payment issued by the Design Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Design Consultant not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Design Consultant after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Design Consultant receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Consultant may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Design Consultant determines, in the Design Consultant 's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Design Consultant has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Design Consultant may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

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§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage: N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and a Certificate of Substantial Completion has been issued by the Design Consultant /Owner and the project accepted.

§ 5.2.2 The final two- and one-half percent (2.5%) of the total Contract Sum retained by the Owner for final payment to the Contractor of retainage will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following to show that these requirements have been met:

.1 Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents)
- **.1.1** Contractor's Release or Waiver of Liens
- **.1.2** Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;

.2 Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
.3 Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
.4 Any additional close out requirements per the contract documents; and
.5 Notarized Affidavit of Notice of Completion advertisement from publisher.

§ 5.3 Publication of Completion

§ 5.3.1 Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Ala. Code 1975 § 39-1-1 (f).

.1 The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CIP Trimmier Park Lights Upgrade, located at 3600 Alba Club Road Mobile, AL 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Real Estate Asset Managment Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

§ 5.3.2 Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

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§ 5.3.2 Final settlement shall not be paid until 30 days after the completion of the notice of publication Ala. Code 1975 § 39-1-1 (f) (3).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker The Design Consultant will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 6.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEIOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

Director, Real Estate and Asset Management
P.O. Box 1827
Mobile, AL 36633-1827

§ 8.3 The Contractor's representative:

_____
_____
_____

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 Liability of Contractor: 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).

§ 8.5.1. This section of the Agreement will survive the expiration or termination of the Agreement.

§ 8.5.2 Contractors Insurance

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.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, and "in rem" endorsements if applicable.

.2 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

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence; or
Bodily Injury and Property Damage	$1,000,000 combined single limit

.4 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)

.5 Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property damage Bodily Injury and Property damage	$1,000,000 each occurrence; or, $1,000,000 combined single limit

.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 Builder's Risk Coverage (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

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beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's/Engineer's and Contractor's services and expenses required as a result of such insured loss.

.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

.4 This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

.5 A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.11 Contractor shall procure and maintain insurance as specified above:

.1 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.

.2 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.

.3 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.

.4 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.

.5 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.

.12 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.

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.13 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Design Consultant/ Engineer and the Design Consultant's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.3 Bonds The Contractor shall provide bonds as set forth below:

.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

.3 The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

.1 Bond shall be submitted with the executed agreement on provided form(s).
.2 Power of Attorney is required for both bonds.
.3 A Surety authorized to do business in the State of Alabama shall furnish both bonds.
.4 A Surety licensed to do business in the State of Alabama must execute the bonds.
.5 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
.6 The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.7 Warranties
Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A201™–2017, General Conditions of the Contract for Construction
.3 Drawings- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda
.4 Specifications- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
Exhibit A: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit B: Certificate of Liability Insurance

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Exhibit C: Performance, Labor and Material Bonds
Exhibit D: E-Verify Documents
Exhibit E: Secretary of State
Exhibit F: Bidding And Contract Requirement Documents

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

§ 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout. The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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This Agreement entered into as of the day and year of last execution:

CONTRACTOR:

_____
NAME, TITLE

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said County and State, personally appeared_____ __ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this _____ day of _____, 2026.

_____
NOTARY PUBLIC
My Commission Expires: _____

CITY OF MOBILE
By:_____
Spiro N. Cheriogotis, Mayor
Date:_____
ATTEST:

_____
City Clerk

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OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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Additions and Deletions Report for
AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:57:09 CDT on 05/15/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~day of in the year~~ date last signed.

PR-068-24

The ~~Architect~~Design Consultant:

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

§ 3.1.1 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.

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~~**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

~~**§ 4.2 Alternates**~~
~~**§ 4**~~Base Bid: $0.00

Envelope Adjustment: $ 0.00

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Contingency Allowances: $20,000.00

Alternates 1,2,3, and 5: $0.00

Total Contract Sum: $0.00

§ 4.2 Alternates

§4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

~~**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.~~
~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

§ 4.3 Allowances, if any, included in the Contract Sum:

~~**§ 4.3** Allowances, if any, included in the Contract Sum:~~
~~*(Identify each allowance.)*~~

§ 4.3 Contingency Allowance

§4.3.1 Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

§4.3.2 Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

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§4.3.3 All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work

§4.3.4 Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

§4.3.5 Allowances are subject to the same provision of AIA 201 §7.3.7.

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~~**§ 4.5** Liquidated damages, if any:~~
~~*(Insert terms and conditions for liquidated damages, if any.)*~~

§ 4.5 Liquidated damages

~~**§ 4.6** Other:~~
~~*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*~~

ARTICLE 5 PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the ~~Architect~~Design Consultant by the Contractor and Certificates for Payment issued by the ~~Architect~~Design Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 ~~The~~The period covered by each Application for Payment shall be one calendar month ending on the ~~last day~~25th of the month~~, or as follows:~~.

§ 5.1.3 Provided that an Application for Payment is received by the ~~Architect~~Design Consultant not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the ~~Architect~~Design Consultant after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the ~~Architect~~Design Consultant receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the ~~Architect~~Design Consultant may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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.3 That portion of Construction Change Directives that the ~~Architect~~ Design Consultant determines, in the ~~Architect's~~Design Consultant 's professional judgment, to be reasonably justified.

.2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect~~ Design Consultant has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.4 For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect~~ Design Consultant may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

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.

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Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage: N/A

~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

~~**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

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§ 5.1.~~9~~8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

~~**.1** —~~ the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and~~

~~**.2** — a final Certificate for Payment has been issued by the Architect.~~

~~**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

~~**§ 5.3 Interest**~~

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

~~*(Insert rate of interest agreed upon, if any.)*~~

~~%~~

~~ARTICLE 6 DISPUTE RESOLUTION~~A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and a Certificate of Substantial Completion has been issued by the Design Consultant /Owner and the project accepted.

§ 5.2.2 The final two- and one-half percent (2.5%) of the total Contract Sum retained by the Owner for final payment to the Contractor of retainage will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following to show that these requirements have been met:

.1 Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract

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documents)

.1.1 Contractor's Release or Waiver of Liens

.1.2 Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;

.2 Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);

.3 Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);

.4 Any additional close out requirements per the contract documents; and

.5 Notarized Affidavit of Notice of Completion advertisement from publisher.

§ 5.3 Publication of Completion

§ 5.3.1 Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Ala. Code 1975 § 39-1-1 (f).

.1 The Notice of Completion shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CIP Trimmier Park Lights Upgrade, located at 3600 Alba Club Road Mobile, AL 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Real Estate Asset Managment Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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§ 5.3.2 Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

§ 5.3.2 Final settlement shall not be paid until 30 days after the completion of the notice of publication Ala. Code 1975 § 39-1-1 (f) (3).

ARTICLE 6 DISPUTE RESOLUTION

The ~~Architect~~Design Consultant will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201–2017~~A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

For any Claim ~~subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:~~, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 6.3 Governing Law and Venue

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~~*(Check the appropriate box.)*~~

~~[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other *(Specify)*~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

~~**ARTICLE 7 TERMINATION OR SUSPENSION**~~

~~**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.~~

~~**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~

~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

~~**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.~~

~~**ARTICLE 8 MISCELLANEOUS PROVISIONS**~~

~~**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.~~

~~**§ 8.2** The Owner's representative:~~

~~*(Name, address, email address, and other information)*~~

~~**§ 8.3** The Contractor's representative:~~

~~*(Name, address, email address, and other information)*~~

~~**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.~~

~~**§ 8.5 Insurance and Bonds**~~

~~**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents~~This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEIOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

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§ 8.2 The Owner's representative:

Director, Real Estate and Asset Management

P.O. Box 1827

Mobile, AL 36633-1827

§ 8.3 The Contractor's representative:

_____

_____

_____

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 Liability of Contractor: 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).

§ 8.5.1. This section of the Agreement will survive the expiration or termination of the Agreement.

§ 8.5.2 Contractors Insurance

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, and "in rem" endorsements if applicable.

.2 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

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Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence; or
Bodily Injury and	
Property Damage	$1,000,000 combined single limit

.4 Such comprehensive policy shall include the following:

.1 All liability of the Contractor, for the Contractor's Direct Operations

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.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)

.5 Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
Property damage	$1,000,000 each occurrence; or,
Bodily Injury and	
Property damage	$1,000,000 combined single limit

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.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 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.

.4 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.

.5 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's/Engineer's and Contractor's services and expenses required as a result of such insured loss.

.6 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.

.7 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.

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.8 A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.11 Contractor shall procure and maintain insurance as specified above:

.1 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-

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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.

.2 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.

.3 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.

.4 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.

.5 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.

.12 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.

.13 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Design Consultant/ Engineer and the Design Consultant's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations**.**

§ 8.5.2~~3~~ Bonds The Contractor shall provide bonds as set forth ~~in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents~~below:

.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder**.**

~~**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~
~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~
~~**§ 8.7** Other provisions:~~

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

.3 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).

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.2 Power of Attorney is required for both bonds.

.3 A Surety authorized to do business in the State of Alabama shall furnish both bonds.

.4 A Surety licensed to do business in the State of Alabama must execute the bonds.

.5 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

.6 The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.7 Warranties

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

~~**.4** Building information modeling exhibit, dated as indicated below:~~
~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~
~~**.5** Drawings~~
~~**.6** Specifications~~
~~**.7** Addenda, if any:~~

.3 Drawings- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

.4 Specifications- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

~~*(Check all boxes that apply and include appropriate information identifying the exhibit where*~~

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~~*required.)*~~

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

~~[ ] The Sustainability Plan:~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~**.9** Other documents, if any, listed below:~~

~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

~~This Agreement entered into as of the day and year first written above.~~

Exhibit A: Office of Small Business Development Subcontracting and Major Supplier Plan

Exhibit B: Certificate of Liability Insurance

Exhibit C: Performance, Labor and Material Bonds

Exhibit D: E-Verify Documents

Exhibit E: Secretary of State

Exhibit F: Bidding And Contract Requirement Documents

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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§ 9.2.6 Severability Clause

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

PAGE 13

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

§ 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout. The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

This Agreement entered into as of the day and year of last execution:

CONTRACTOR:

_____

NAME, TITLE

STATE OF _____)

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DRAFT

COUNTY OF_____)

Before me, the undersigned a Notary Public in and for said County and State, personally appeared_____ __ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this_____ day of_____, 2026.

_____

NOTARY PUBLIC

My Commission Expires: _____

PAGE 14

CITY OF MOBILE

By:_____

Spiro N. Cheriogotis, Mayor

Date:_____

ATTEST:

_____

City Clerk

PAGE 15

-

Variable Information

PAGE 1

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DRAFT

AGREEMENT made as of the ~~day of in the year~~ date last signed.

City of Mobile

Real Estate Asset Management Department

P. O. Box 1827
Mobile, AL 36633-1827

_____

_____

_____

CIP Trimmier Park Lights Upgrade

3600 Alba Club Road
Mobile, AL 36605

F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

Jaguar Consulting, LLC

8658 Capital Drive North
Mobile, AL 36695

(251)307-1037

PAGE 3

[X] By the following date: August 31, 2026

PAGE 4

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 that remains uncompleted or any required closeout documents that are not acceptably submitted for more than thirty (30) days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

§ 5.1.3 Provided that an Application for Payment is received by the ~~Architect~~Design Consultant not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the ~~Architect~~Design Consultant after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the ~~Architect~~Design Consultant receives the Application for Payment.

PAGE 5

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

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retainage.

§ 5.1.7.1.1 The following items are not subject to retainage: N/A

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

PAGE 6

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CIP Trimmier Park Lights Upgrade, located at 3600 Alba Club Road Mobile, AL 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Real Estate Asset Managment Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

PAGE 7

~~[ ] Litigation in a court of competent jurisdiction~~

PAGE 11

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.

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SECTION 00600

BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. CERTIFICATE OF LIABILITY INSURANCE. (Sample COI)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

F. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

G. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

H. DBE COMPLIANCE DBE UTILIZATION REPORT

I. E-Verify Documentation (Sample)

J. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor,_____., _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of (written amount) and xx/100 Dollars ($XX,XXX.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 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 Trimmier Park – Lights Upgrades, 3600 Alba Club Road, Mobile, Alabama 36605, PR-068-24, 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
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**,** _____,XXXXX, _____, _____ , 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 _____(written amount) and xx/100 ($XX,XXX.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Trimmier Park – Lights Upgrades, 3600 Alba Club Road, Mobile, Alabama 36605, PR-068-24, 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
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 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 #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** INFORMATION ONLY **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	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liability						MED EXP (Any one person)	$
		X	X				PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC			INFORMATION ONLY			PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X				PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	1,000,000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	x				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

INFORMATION ONLY

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

PROJECT NAME: Trimmier Park Lights Upgrade PROJECT NUMBER:Pr-068-24
LOCATION: 3600 Alba Club Road, Mobile AL 36605
City of Mobile must be notified of cancellation within 30 days, and non payment within 10 days. 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. [ADDITIONAL ENDORSEMENTS REQURIED-SEE CONTRACT]

CERTIFICATE HOLDER

The City of Mobile
Real Estate Asset Management
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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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.

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

AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

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

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* CIP Trimmier Park Lights Upgrade 3600 Alba Club Road Mobile, AL 36605	**ARCHITECT'S PROJECT NUMBER:** PR-068-24 **CONTRACT FOR:**	OWNER:[ ] ARCHITECT:[ ] CONTRACTOR:[ ] SURETY:[ ] OTHER:[ ]
TO OWNER: *(Name and address)* City of Mobile City of Mobile Real Estate Asset Management Department P. O. Box 1827 Mobile, AL 36633-1827	**CONTRACT DATED:** 05-13-2026	

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)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT

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AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
CIP Trimmier Park Lights Upgrade
3600 Alba Club Road
Mobile, AL 36605

TO OWNER: *(Name and address)*

City of Mobile
City of Mobile Real Estate Asset Management Department P. O. Box 1827
Mobile, AL 36633-1827

ARCHITECT'S PROJECT NUMBER :
PR-068-24

CONTRACT FOR:

CONTRACT DATED:
05-13-2026

OWNER: [ ]
ARCHITECT: [ ]
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)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT

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AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*
CIP Trimmier Park Lights Upgrade

3600 Alba Club Road
Mobile, AL 36605

ARCHITECT'S PROJECT NUMBER:
PR-068-24
CONTRACT FOR:

CONTRACT DATED:
0/0/00

OWNER: [ ]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

TO OWNER: *(Name and address)*
City of Mobile
City of Mobile Real Estate Asset
Management Department P. O. Box 1827
Mobile, AL 36633-1827

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)

City of Mobile
City of Mobile Real Estate Asset Management Department P. O. Box 1827
Mobile, AL 36633-1827

, 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)*

Attest:
(Seal):

(Printed name and title)

DRAFT

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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

E-Verify

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

Print Page Reset Form

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name _____

City Vendor No. *(if available)* _____ Tax Identification No. _____

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

EFT Contact Email _____
(required for EFT payment notification emails)

Bank Name _____

Routing Number _____ Account Number _____

Account Type ☐ Checking or ☐ Savings

Authorized Official (print) _____

Authorized Official (signature) _____ Date 12/28/2018

For City Use Only: Vendor No._____ Entered Date _____

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ 12/28/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

CIP Trimmier Park Lights Upgrade
3600 Alba Club Road
Mobile, AL 36605
PR- 068-24

THE OWNER:
(Name, legal status and address)

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

THE DESIGN CONSULTANT:
(Name, legal status and address)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

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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 Design Consultant. 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 Design Consultant or the Design Consultant's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Design Consultant or the Design Consultant's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Design Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Consultant'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 theDesign Consultant and the Design Consultant's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Design Consultant and the Design Consultant'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 Design Consultant's or Design Consultant'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, Design Consultant, and the Design Consultant's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

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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 Design Consultant does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain a Design Consultant for this project, that person is referred to as the Design Consultant in this document, and shall preform duties of design and supervision of construction and other duties as described herein, if a provision is left to an Architect it is the Owner's intention that said Design Conuslant shall be repsonsible.

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§ 2.3.3 If the employment of the Design Consultant 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 Design Consultant.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Design Consultant and the Design Consultant 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 Design Consultant'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 Design Consultant, 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 Design Consultant in the Design Consultant'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.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Design Consultant 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 Design Consultant 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 Design Consultant, and shall propose alternative means, methods, techniques, sequences, or procedures. The Design Consultant and/or Owner shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Design Consultant 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 days after the opening of sealed Bid, the Contractor shall furnish, 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 Owner.

§ 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.

§ 3.4.1.1 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.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Design Consultant in accordance with Section 3.12.8 or ordered by the Design Consultant in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Design Consultant and in accordance with a Change Order or Construction Change Directive. Construction Change Directive's should be used only in emergencies and in compliance with Alabama Code Title 39 or 41 as applicable.
§ 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 is responsible for the skill of Work. All workers 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.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the opinion of the Design Consultant and/or Owner, 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 Design Consultant or Owner's representative, or is otherwise objectionable, shall at the written request by the Design Consultant, 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 Design Consultant and/or Owner.
§ 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 Design Consultant may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-9 Nondiscrimination Provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. 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, national origin or disability. Such action 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, including 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, national origin or disability.
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 worker's representative of the contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
4. In the event of the contractor's noncompliance with the nondiscrimination 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. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that such provisions will be binding upon each subcontractor or vendor.
6. Each contractor will agree to the above in writing, including the contractor's commitment

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to follow the Americans with Disabilities Act of 1990.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-10 to encourage participation of socially and economically disadvantaged contractors by utilizing the Subcontracting and Major Supplier Plan included in the Bid Package.

§ 3.5 Warranty

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Design Consultant 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 Design Consultant, 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. Most Owner projects are exempt from Sales Tax and should be accounted for in bid package. A completed Form C-3A: Accounting of Sales Tax must be submitted with all Bid Forms. Submission of Sales Tax Form C-3A with the Proposal Form is required

§ 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 any other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Design Consultant before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Design Consultant will promptly investigate such conditions and, if the Design Consultant 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 Design Consultant 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 Design Consultant shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Design Consultant's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 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 Design Consultant. 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 Design Consultant of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Design Consultant may notify the Contractor, stating whether the Owner or the Design Consultant (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Design Consultant 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 Design Consultant 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 seven days after being awarded the Contract, shall submit for the Owner's and Design Consultant'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, within seven days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Design Consultant's approval. The Design Consultant'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 Design Consultant reasonable time to

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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 Design Consultant.

§ 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 Design Consultant and Owner, and delivered to the Design Consultant 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 Design Consultant is subject to the limitations of Section 4.2.7. Informational submittals upon which the Design Consultant 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 Design Consultant without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Design Consultant, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Design Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Consultant 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. Th Contractor shall check and approve them either in writing or by stamp before forwarding to the Design Consultant. The Design Consultant 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 Design Consultant'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 Design Consultant 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Design Consultant 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.

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§ 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 Design Consultant.

§ 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 Design Consultant's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Design Consultant of such deviation at the time of submittal and (1) the Design Consultant 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 Design Consultant'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 Design Consultant on previous submittals. In the absence of such notice, the Design Consultant'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 Design Consultant 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 Design Consultant. The Owner and the Design Consultant 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 Design Consultant have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Design Consultant 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 Design Consultant at the time and in the form specified by the Design Consultant.

§ 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

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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 Design Consultant 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 Design Consultant 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 Design Consultant. 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 Owner and/or Design Consultant.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Design Consultant, Design Consultant'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 would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 Design Consultant

§ 4.1 General

§ 4.1.1 The Design Consultantt is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Design Consultant 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 Owner issues the final Certificate for Payment from time to time during the one-year period for correction of Work described in Section 12.2.. The Design Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 4.2.2 The Design Consultant 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 Design Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Consultant 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 Design Consultant 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 Design Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Consultant 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 Design Consultant in all communications that relate to or affect the Design Consultant's services or professional responsibilities. The Owner shall promptly notify the Design Consultant of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Design Consultant's consultants shall be through the Design Consultant. 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., Owner's representive should be included in all relevent communications.

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

§ 4.2.6 The Design Consultant has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Consultant considers it necessary or advisable, the Design Consultant 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 Design Consultant 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 Design Consultant to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Design Consultant 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 Design Consultant's action will be taken in accordance with the submittal schedule approved by the Design Consultant or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Consultant'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 Design Consultant'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 Design Consultant's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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§ 4.2.9 The Design Consultant 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 Design Consultant agree, the Design Consultant will provide one or more Project representatives to assist in carrying out the Design Consultant'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 Design Consultant will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Consultant'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 Design Consultant 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 Design Consultant 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.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the apparent low bidder, within (3) days after bids are opened shall notify the Owner and Design Consultant 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 Design Consultant may notify the Contractor whether the Owner or the Design Consultant (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Design Consultant 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 Design Consultant 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 Design Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Consultant has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted

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promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Design Consultant 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 Design Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Design Consultant 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 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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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 Design Consultant 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 Design Consultant 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. .

§ 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 Design Consultant 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, subject to review by Owner. Construction Change Directive or order for a minor change in the Work should be used only in emergency situations. Changes in the Work are subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor.

1. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.
2. Emergencies arising during the course of the Work of the Contract.
3. 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.
4. 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.

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§ 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 signed by the Owner, Contractor, and Design Consultant 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 Design Consultant 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 shall only be utilized to the extent they do not violate Title 39, Code of Alabama, 1975, as amended.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Design Consultant and signed by the Owner and Design Consultant, 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. This is only to be used when necessitated by emergency, and should be followed up with a Change Order and to the extend allowed by Alabama Code Title 39.

§ 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 Design Consultant shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Consultant 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 Design Consultant;

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

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

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.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 Design Consultant 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 Design Consultant. 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 Design Consultant will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Consultant determines, in the Design Consultant's professional judgment, to be reasonably justified. The Design Consultant'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 Design Consultant 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 Design Consultant 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 Design Consultant 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 Design Consultant'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 Design Consultant and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Design Consultant's order for a minor change without prior notice to the Design Consultant that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Design Consultant 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.

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§ 8.2 Progress and Completion

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

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

§ 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 Design Consultant, 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 Design Consultant determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Design Consultant 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 Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted, to the extent allowed by Title 39, Code of Alabama 1975 as amended.

§ 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 Design Consultant 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 Design Consultant. This schedule, unless objected to by the Design Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Design Consultant and supported by such data to substantiate its accuracy as the Design Consultant may require, and unless objected to by the Design Consultant, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Design Consultant 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

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Owner or Design Consultant 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).

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials 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 Design Consultant 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 Design Consultant determines is properly due, and notify the Contractor and Owner of the Design Consultant'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 Design Consultant'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 Design Consultant to the Owner, based on the Design Consultant's evaluation of the Work and the data in the Application for Payment, that, to the best of the Design Consultant'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 Design Consultant. However, the issuance of a Certificate for Payment will not be a representation that the Design Consultant 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 Design Consultant may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Consultant's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Consultant is unable to certify payment in the amount of the Application, the Design Consultant will notify the Contractor and Owner as provided in Section 9.4.1. If the

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Contractor and Design Consultant cannot agree on a revised amount, the Design Consultant will promptly issue a Certificate for Payment for the amount for which the Design Consultant is able to make such representations to the Owner. The Design Consultant 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 Design Consultant'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 Design Consultant'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 Design Consultant 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 Design Consultant and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Design Consultant 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 Design Consultant.

§ 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 Design Consultant 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 Design Consultant and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Design Consultant 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.

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§ 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 Design Consultant 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 Design Consultant or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Design Consultant, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 Design Consultant 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 Design Consultant will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Consultant'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 Design Consultant. In such case, the Contractor shall then submit a request for another inspection by the Design Consultant to determine Substantial Completion.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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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 Design Consultant 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 Design Consultant.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Design Consultant 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 Design Consultant will promptly make such inspection. When the Design Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Consultant will promptly issue a final Certificate for Payment stating that to the best of the Design Consultant's knowledge, information and belief, and on the basis of the Design Consultant'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 Design Consultant'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 Design Consultant (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 and other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Design Consultant so confirms, the Owner shall, upon application by the Contractor and certification by the Design Consultant, 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 Design Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;

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.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 (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 Design Consultant 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 Design Consultant.

§ 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.

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§ 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 Design Consultant 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 Design Consultant 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 Design Consultant 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 Design Consultant has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Design Consultant have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site 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 on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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§ 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.

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 Design Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Consultant, be uncovered for the Design Consultant'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 Design Consultant has not specifically requested to examine prior to its being covered, the Design Consultant 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 Design Consultant 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 Design Consultant'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 Design Consultant, the Owner may

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correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Alabama and Jurisdiction shall be in Mobile County or Southern District 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, Design Consultant, 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.

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§ 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 Design Consultant timely notice of when and where tests and inspections are to be made so that the Design Consultant 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 Design Consultant, 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 Design Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design Consultant of when and where tests and inspections are to be made so that the Design Consultant 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 Design Consultant'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 Design Consultant.

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

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

§ 13.4.7 Test, inspections or approvals made in addition to the Design Consultant'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 BUILD MOBILE for inspections and approval at the times required by the Ciyt requirements, as well as notify the Design Consultant, 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 Design Consultant 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 Design Consultant has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Design Consultant, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Design Consultant, 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 Design Consultant 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 Design Consultant's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

Shall be governed by applicable Alabama State Law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Design Consultant, if the Design Consultant is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Design Consultant 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 Design Consultant will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is

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not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

§ 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

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reasons therefor; and (3) notify the parties and the Design Consultant, if the Design Consultant 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.

§ 15.2.7 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 or arbitration as a condition precedent to binding dispute resolution.

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SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

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

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

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

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

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

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, 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 scope of this project is the electrical service upgrade and lighting for the Trimmier Park Football Field. Work is to be completed per the drawings and specifications. This includes:
   a. The installation of a new electrical service pedestal and equipment.
   b. The installation of a new owner-provided scoreboard with associated structural steel support structure and concrete foundations.

c. The installation of new owner-provided Musco Lighting poles.
d. The installation of new owner-provided Musco Lighting fixtures.
e. The installation of new owner-provided Musco Lighting controls equipment.
f. The installation of a new underground feeder to serve the existing well pump.
g. The installation of new underground feeders to serve the new Musco system.

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.

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.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

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.

F. See contractor Pre-Qualification Specification

1.16 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 5 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 pdf of request by email 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 pdf copy to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

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

1.3 ALLOWANCE

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

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

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

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

1.4 SELECTION AND PURCHASE

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

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

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

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of Twenty Thousand Dollars ($20,000.00).

END OF SECTION

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 the 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 fifteen (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 (7) 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 30 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. Immediately preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions (“rain days”) only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A “rain day” is defined as more than a “trace” (0.10”) of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any “rain days” they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

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

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
   1. Submittals for Review
   2. Closeout Submittals.

B. Include for each submittal:
   1. Specification section number.
   2. Description of submittal.
   3. Type of submittal.
   4. Anticipated submittal date.

C. Submit one (1) PDF copy.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit one (1) PDF copy. One PDF copy will be returned to Contractor for printing and distribution.

1.6

1.7 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 (1) PDF copy. Project Manager will return (1) PDF copy to Contractor for distribution.

1.8 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** and pre-qualification checklist form to be completed and submitted with the sealed bid.

B. 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.

C. 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.

D. Related`:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.

1.3 PRE-BID QUALIFICATIONS

A. Due to the extremely critical installation schedule, General Contractor and Installer qualifications will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations of similar size, and similar installation time in occupied buildings. Companies without proven records of success will not be approved for work on this project. Companies who have not with 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. Demonstrate a minimum of 5 years of experience in experience in the sports lighting industry.
   2. Statement indicating how the company will staff and manage this project. Indicate after hours' work, additional employees, or any other information that would support the case that the general contractor and installer will be able to comply with requirements within the stated timeframe.
   3. 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.
   4. Provide documentation of at least 5 projects of similar size, scope, and timeframe performed for other entities and that support the assertion of successful performance within the last 5 years.
      a. Include project name, year completed and facility owner/operator contact names and numbers for reference.
      b. Indicate size of installation, scope, and installation time of each project listed.
   5. All potential bidders will be subject to final approval by owner based on experience level of past projects within the past 5 years.

C. **Submit Installer qualifications by 3pm local time Wednesday, May 27, 2026**, to Chuck Babin, Project Manager, at chuck.babin@cityofmobile.gov. **An addendum will be issued by Friday, May 29, 2026, 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. Submit in format acceptable to Owner. 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. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

PRE-BID QUALIFICATIONS & CONSTRUCTION QUALITY REQUIREMENTS FORM

If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's prequalification response shall include the information required herein for each subcontractor unless stated otherwise.

Company Name: _____

Alabama G.C. License #: _____
(An Alabama G.C. License is not required to submit a pre-qualification proposal. However, it is required prior to submitting a bid)

Address of organization's principal place of business: _____

_____

_____

Phone: _____

Contact Name: _____

e-mail: _____

Largest Value Similar Project: _____

Current Aggregate Value under Construction: _____

Five Year Average: _____

Surety Company: _____

1. Has your organization ever received a "Notice to Cure" letter (or equivalent) on any unfinished work and/or defective work or defaulted on a contract with any State, County, or City Governmental Agencies?

Circle one: YES / NO
(If yes, provide description of the notice and outcome)

2. Is your organization currently, or previously been, involved in a claim that has resulted in a

bond claim mediation, arbitration, or litigation on any projects with any State, County, or City Governmental Agencies?

Circle one: YES / NO
(If yes, provide description of the claim and outcome)

3. Has your organization completed projects of similar type, size, scope and complexity for projects in excess of $500,000.00?

Circle one: YES / NO
Include project descriptions for five (5) projects of similar type, size, scope and complexity, which have been completed over the past five (5) years. The project descriptions should include, at a minimum, the name, address and telephone number of Owner, Architect, Construction Manager or Program Manager; the original and final Contract value; the original contract completion date and actual completion date.

4. Does your organization have the ability to provide 100% Performance and Payment Bonds for projects up to $5,000,000.00?

Circle one: YES / NO
(Provide a bondability letter from surety) Not required for subcontractor(s)

5. Confirmation that insurance requirements of the City of Mobile can and will be furnished and a letter of confirmation from your company's underwriter, broker, and/or agent indicating the required liability insurance is either in place or obtainable by the company submitting this pre-qualification proposal: Not required for subcontractor(s)

Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

Employee's Liability Insurance shall be provided for limits of liability not less than:

A. Bodily Injury by Accident $1,000,000 each accident
B. Bodily Injury by Disease $1,000,000 each employee
C. Bodily Injury by Disease $1,000,000 each policy

The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B. Property Damage	$1,000,000 each occurrence; or
C. Bodily Injury and Property Damage	$1,000,000 combined single limit

Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed

The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B. Property damage	$1,000,000 each occurrence; or,
C. Property damage	$1,000,000 combined single limit
Umbrella/Excess Liability:	$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

Circle one: YES / NO

6. Provide resumes of key personnel anticipated to be involved in this project. Include the following key personnel.
   A. Principal-In-Charge / Project Executive. Not required for subcontractor(s)
   B. Project Manager Not required for subcontractor(s)

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 a PDF for 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 (7) days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) 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 of 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.

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. Work installed: 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

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 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. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
i. Remove labels that are not permanent.
j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
o. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01731

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes procedural requirements for cutting and patching.

B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.

C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials identical to existing materials to the maximum extent available.

B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Provide temporary support of work to be cut.

B. Protect existing conditions during cutting and patching to prevent damage.

C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.

1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

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 (1) PDF copy 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 one (1) PDF copy within 10 days of receipt of Architect's comments.

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: Provide (1) PDF copy. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

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 (1) PDF copy 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 (1) PDF copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit (1) PDF copy of each Product Data submittal.

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

DRAWINGS

CITY OF MOBILE - TRIMMIER PARK
LIGHT UPGRADES - PR#068-26

FOR

the City of
Mobile, Alabama

BY

JAGUAR CONSULTING
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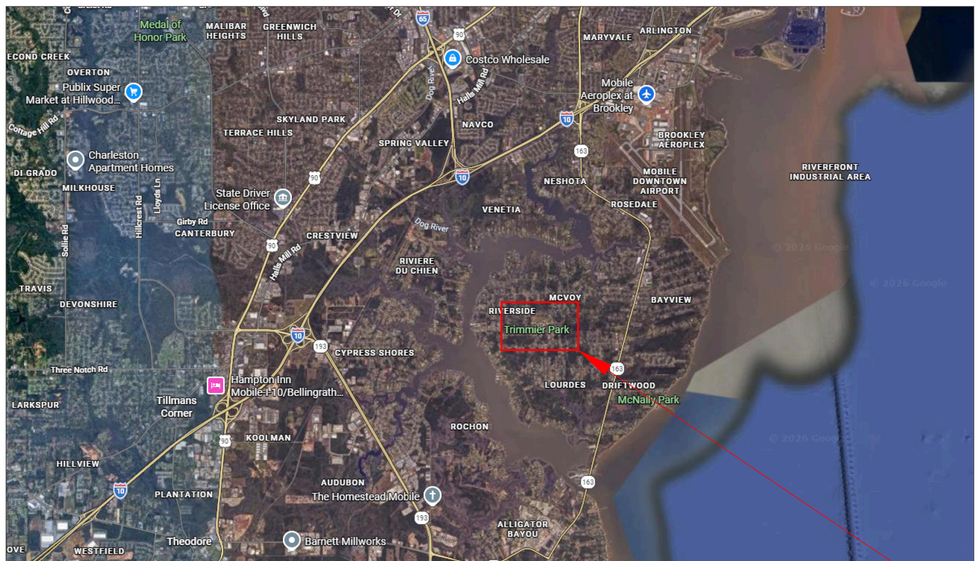
INDEX OF DRAWINGS

DRAWING #	DRAWING DESCRIPTION:
T101	TITLE SHEET
E101	ELECTRICAL LEGEND & ABBREVIATIONS & SPECIFICATIONS
E201	ELECTRICAL OVERALL SITE PLAN
E301	ELECTRICAL ONE LINE DIAGRAM & LIGHTING CONTROL WIRING DIAGRAM
E401	ELECTRICAL SCHEDULES & ELEVATIONS
S-1	STRUCTURAL SCOREBOARD ELEVATIONS
S-2	STRUCTURAL SCOREBOARD FOUNDATION DETAILS



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1 OVERALL SITE VICINITY MAP

SUMMARY OF WORK

BY CONTRACTOR:

- INSTALLATION OF A NEW ELECTRICAL SERVICE PEDESTAL, ELECTRICAL EQUIPMENT, CONDUIT, WIRING, ETC.
- UPGRADE THE EXISTING TRIMMIER PARK FOOTBALL FIELD LIGHTING TO A NEW MUSCO LIGHTING SYSTEM.
- INSTALLATION OF A NEW OWNER-PROVIDED NEVCO SCOREBOARD.

THE ELECTRICAL CONTRACTOR IS TO PROVIDE ALL NECESSARY EQUIPMENT, RACEWAYS, ETC., FOR A COMPLETE SYSTEM, UNLESS OTHERWISE NOTED.

BY OWNER:

ALL NEW MUSCO LIGHTING EQUIPMENT, FIXTURES, POLES, ETC., AND THE NEW SCOREBOARD ARE TO BE PROVIDED BY THE OWNER AND INSTALLED BY THE ELECTRICAL CONTRACTOR.

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ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

05/20/2026

NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE - TRIMMIER PARK
LIGHT UPGRADES - PR#068-26
MOBILE, ALABAMA

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 05-20-2026

SHEET TITLE: TITLE SHEET

SHEET: T101

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AL	ALUMINUM
ARCH	ARCHITECT OR ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
BFG	BELOW FINISHED GRADE
BKR	CIRCUIT BREAKER
BLDG	BUILDING
C	CONDUIT
C/B	CIRCUIT BREAKER
CKT	CIRCUIT
CT	CURRENT TRANSFORMER
CU	COPPER
DDC	DIRECT DIGITAL CONTROL
DEMO	DEMOLISH
ELEC	ELECTRICAL
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR
EWC	ELECTRIC WATER COOLER
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
FMC	FLEXIBLE METAL CONDUIT
FA	FIRE ALARM
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLA	FULL LOAD AMPS
GFCI	ROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
HH	HANDHOLE
HOA	HAND-OFF-AUTOMATIC
HP	HEAT PUMP OR HORSEPOWER
HVAC	HEATING, VENTILATION & AIR-CONDITIONING
JB	JUNCTION BOX
kAIC	KILO-AMPERE INTERRUPTING CAPABILITY
kCMIL	THOUSAND CIRCULAR MILS
LTG	LIGHTING
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
LV	LOW VOLTAGE
MAX	MAXIMUM
MCA	MINIMUM CIRCUIT AMPACITY
MCC	MOTOR CONTROL CENTER
MCM	THOUSAND CIRCULAR MILS
MH	MANHOLE
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MNT	MOUNTING HEIGHT
MTG	MOUNTING
MTS	MANUAL TRANSFER SWITCH
MV	MEDIUM VOLTAGE
N1	NEMA 1
N3R	NEMA 3R
N/A	NOT APPLICABLE
NEC	NATIONAL ELECTRICAL CODE
NEU	NEUTRAL
NM	NON-METALLIC
OCPD	OVERCURRENT PROTECTION DEVICE
OHE	OVERHEAD ELECTRIC
PNL	PANELBOARD
PWR	POWER
REC	RECEPTACLE
REQ	REQUIRED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SA	SURGE ARRESTER
SCA	SHORT CIRCUIT AMPS
SER	SERVICE ENTRANCE RATED
SPEC	SPECIFICATION
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
THHN	THERMOPLASTIC HIGH HEAT-RESISTANT NYLON-COATED
THWN	THERMOPLASTIC HEAT AND WATER-RESISTANT NYLON
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS' LABORATORIES
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLT
VA	VOLT-AMPERES
VAR	VOLT-AMPERES REACTIVE
VAV	VARIABLE AIR VOLUME UNIT
W	WATTS
WAO	WORK AREA OUTLET
WP	WEATHERPROOF
XFMR	TRANSFORMER
ϕ	PHASE
72°	DEGREES
Δ	DELTA
Ω	OHMS

ELECTRICAL SPECIFICATIONS

1. GENERAL ELECTRICAL:
   - 1.1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AS INDICATED WITHIN THESE DRAWINGS. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND WITH MANUFACTURER'S RECOMMENDATIONS.
   - 1.2. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE STRUCTURAL AND ELECTRICAL DRAWINGS PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND CONNECT ALL ITEMS AS INDICATED ON THE DRAWINGS, UNLESS OTHERWISE NOTED.
   - 1.3. THE ENGINEER SHALL BE NOTIFIED OF ANY CONFLICTS, OR INTERFERENCES THAT OCCUR BETWEEN INDIVIDUAL DRAWINGS.
   - 1.4. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN A NEAT, FIRST CLASS, WORKMANLIKE MANNER, TO THE APPROVAL OF THE ARCHITECT/ENGINEER AND GOVERNING AUTHORITIES.
   - 1.5. IN ADDITION TO THE MANUFACTURERS STANDARD GUARANTEES, THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP AGAINST DEFECTS FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND SHALL CORRECT ANY DEFECTS AT NO ADDITIONAL COST TO THE OWNER.
   - 1.6. THE LOADS SHOWN FOR APPLIANCES AND EQUIPMENT ARE BASED ON DESIGN INFORMATION. THE CONTRACTOR SHALL VERIFY ALL APPLIANCE LOADS PRIOR TO RUNNING THE CIRCUIT. THE MINIMUM CIRCUIT REQUIREMENTS SHALL BE BASED ON THE APPLIANCE NAMEPLATE VALUE OR CODE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. ADDITIONAL COMPENSATION SHALL NOT BE ALLOWED FOR APPLIANCE MODIFICATIONS BY THE CONTRACTOR.
   - 1.7. PRIOR APPROVAL: PRIOR APPROVAL SHALL BE REQUIRED FOR ANY MANUFACTURER OTHER THAN THOSE LISTED FOR ALL SPECIFIED ITEMS IN THESE DRAWINGS. SUBMIT ALL REQUESTS FOR PRIOR APPROVAL 7 DAYS PRIOR TO BID OPENING (UNLESS OTHERWISE SPECIFIED). ENGINEER'S APPROVAL WILL BE IN THE FORM OF AN ADDENDUM.
2. CODES & STANDARDS:
   - 2.1. INSTALLATION AND MATERIALS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES & STANDARDS:
     - 2.1.1. NATIONAL ELECTRICAL CODE.
     - 2.1.2. NFPA 72. NATIONAL FIRE PROTECTION CODE.
     - 2.1.3. INTERNATIONAL BUILDING CODE.
     - 2.1.4. INTERNATIONAL ENERGY CONSERVATION CODE.
     - 2.1.5. NFPA 101.
     - 2.1.6. ADA .
     - 2.1.7. ANSI.
     - 2.1.8. NEMA.
     - 2.1.9. OSHA.
     - 2.1.10. UL.
3. ALTERATIONS & ADDITIONS TO EXISTING WORK:
   - 3.1. PROVIDE ALL NECESSARY ADDITIONS AND ALTERATIONS TO EXISTING WORK AS REQUIRED TO PROVIDE AND MAINTAIN A COMPLETE AND PROPER ELECTRICAL INSTALLATION.
   - 3.2. AS NECESSARY, RELOCATE EXISTING ELECTRICAL WORK SO OTHER TRADES CAN PURSUE THEIR WORK.
   - 3.3. MAINTAIN POWER TO EXISTING PORTIONS OF BUILDINGS FED FROM OR THROUGH AREA IN SCOPE OF THIS CONTRACT.
   - 3.4. COORDINATE ALL REQUIRED OUTAGES WITH OWNER.
4. BASIC MATERIALS & METHODS:
   - 4.1. ALL POWER AND DISTRIBUTION CABLING SHALL BE COPPER TYPE THWN/THHN.
   - 4.2. ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.
   - 4.3. CONDUIT ROUTINGS AND DEVICE/EQUIPMENT LOCATIONS SHOWN ARE DIAGRAMMATIC ONLY, CONTRACTOR SHALL FIELD ROUTE AND LOCATE AS REQUIRED. CONDUIT ROUTINGS SHALL BE PARALLEL OR PERPENDICULAR TO BUILDING LINES.
   - 4.4. COORDINATE ALL ELECTRICAL WORK WITH OTHER TRADES AND STRUCTURAL COMPONENTS.
   - 4.5. THE CONDUIT MATERIAL SHALL BE AS FOLLOWS (NM CABLE NOT PERMITTED):
     - 4.5.1. BELOW GRADE - RNC (POWER & SITE LIGHTING ONLY). ELBOWS >1-1/2" SHALL BE RGS.
     - 4.5.2. RISER FROM 36" BELOW GRADE - RGS.
     - 4.5.3. CONCEALED RISER FROM 36" BELOW GRADE - RNC (POWER ONLY).
     - 4.5.4. ABOVE GRADE SUBJECT TO PHYSICAL ABUSE - RGS.
     - 4.5.5. ABOVE GRADE NOT SUBJECT TO PHYSICAL ABUSE OR WEATHER - EMT.
   - 4.6. CONDUIT FITTINGS SHALL BE AS FOLLOWS:
     - 4.6.1. RGS - THREADED GALVANIZED STEEL.
   - 4.7. ALL SIDEWALKS AND PARKING LOT ASPHALT AREAS CUT DUE TO NEW ELECTRICAL SERVICES SHALL BE REPAIRED TO MATCH EXISTING.
   - 4.8. ALL DIMENSIONS TO DEVICES AFF SHALL BE TO CENTERLINE UNLESS NOTED OTHERWISE.
   - 4.9. COORDINATE LOCATIONS OF ELECTRICAL EQUIPMENT WITH ELEVATIONS PRIOR TO ROUGH-IN WORK.
5. UNDERGROUND CONDUIT/CABLE INSTALLATION:
   - 5.1. DIRECTIONAL BORING:
     - 5.1.1. CONDUIT IS TO BE RIGID NONMETALLIC CONDUIT (RNC) SCHEDULE 80 PVC.
     - 5.1.2. CONDUIT IS TO BE ROUTED 48" BELOW FINISHED GRADE MINIMUM TO THE TOP OF CONDUIT.
     - 5.1.3. CONTRACTOR IS TO LOCATE AND AVOID EXISTING UTILITIES AND UNDERGROUND INSTALLATIONS.
     - 5.1.4. WIRE RUNS ARE TO BE CONTINUOUS. IF SPLICES ARE NECESSARY, THEY ARE TO BE MADE USING INSULATED MECHANICAL LUGS.
   - 5.2. TRENCHING:
     - 5.2.1. CONDUIT IS TO BE RIGID NONMETALLIC CONDUIT (RNC) SCHEDULE 80 PVC.
     - 5.2.2. CONDUIT IS TO BE ROUTED 24" BELOW FINISHED GRADE MINIMUM TO THE TOP OF CONDUIT.
     - 5.2.3. CONTRACTOR IS TO LOCATE AND AVOID EXISTING UTILITIES AND UNDERGROUND INSTALLATIONS.
     - 5.2.4. WIRE RUNS ARE TO BE CONTINUOUS. IF SPLICES ARE NECESSARY, THEY ARE TO BE MADE USING INSULATED MECHANICAL LUGS.
     - 5.2.5. ALL FEEDERS INSTALLED BY TRENCHING ARE TO BE MARKED WITH A WARNING RIBBON A MINIMUM OF 12" ABOVE THE CONDUIT.
6. GROUNDING & BONDING:
   - 6.1. PROVIDE AN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.
   - 6.2. GROUND RODS SHALL BE 3/4"X20' COPPERCLAD STEEL.
   - 6.3. BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC TYPE.
   - 6.4. ALL CABLES SHALL BE COPPER, ALL BOLTED CONNECTIONS SHALL BE BRONZE.
   - 6.5. WHERE AVAILABLE, BOND TO BUILDING STRUCTURAL STEEL, BUILDING FOUNDATION STEEL, METAL WATER SERVICE PIPING.
   - 6.6. PROVIDE THREE 20' GROUND RODS IN TRIANGLE ARRANGEMENT ON 20' CENTERS FOR MADE ELECTRODE SYSTEM. MEASURE AND RECORD RESISTANCE AND ENSURE <25 OHMS.
7. IDENTIFICATION:
   - 7.1. PROVIDE ENGRAVED 2"x4" PHENOLIC LABELS FOR ALL PANELBOARDS, SAFETY SWITCHES, TRANSFORMERS, CABINETS, ETC.
8. SAFETY SWITCHES:
   - 8.1. HEAVY DUTY, VISIBLE BLADE, LOCKABLE, QUICK-MAKE/QUICK-BREAK, HORSEPOWER RATED, FUSED WHERE INDICATED.
   - 8.2. PROVIDE WITH GROUND LUG KIT.
   - 8.3. EXTERIOR - NEMA 3R.
   - 8.4. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER SIEMENS, EATON.
9. PANELBOARDS:
   - 9.1. FRONT ACCESSIBLE, BOLT-ON MOLDED CASE C/Bs, COPPER PHASE & NEUTRAL BUSSING, COPPER GROUND BAR, FULLY RATED (SERIES RATING NOT ALLOWED).
   - 9.2. ENCLOSURES SHALL BE DOOR-IN-DOOR CONSTRUCTION.
   - 9.3. EXTERIOR - NEMA 3R.
   - 9.4. PROVIDE TYPE-WRITTEN DIRECTORY IN CLEAR SLEEVE ON INSIDE OF DOOR.
   - 9.5. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER, SIEMENS, EATON.
10. DRY-TYPE TRANSFORMERS <600V:
    - 10.1. 150° RISE.
    - 10.2. COPPER WINDINGS.
    - 10.3. PROVIDE WITH 4" HIGH CONCRETE HOUSEKEEPING PAD.
    - 10.4. GROUND SECONDARY TO STEEL FRAME.
    - 10.5. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER, SIEMENS, EATON.

ELECTRICAL LEGEND

SITE EQUIPMENT:

- HANDHOLE. SEE DETAIL.
- ALABAMA POWER COMPANY METER.
- PANELBOARD. MOUNT AS INDICATED: (SEE PANELBOARD SCHEDULES)
- DRY TYPE TRANSFORMER: (INSTALLED ON A 4" HOUSEKEEPING PAD)
- SERVICE DISCONNECT SWITCH (NON-FUSED): (HEAVY DUTY FOR OUTDOOR USE)
- DISCONNECT SWITCH (NON-FUSED); (HEAVY DUTY FOR OUTDOOR USE)
- (X) ELECTRICAL TERMINATION TO EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)

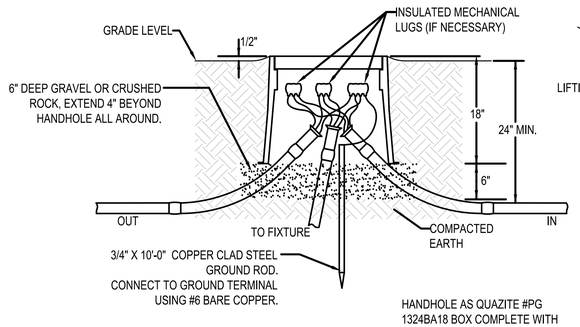
IDENTIFICATION:

- (BLT) IDENTIFICATION TAG: MUSCO LIGHTING POLE/FIXTURES. (SEE WIRING DIAGRAM FOR MORE INFORMATION)
- (4P) IDENTIFICATION TAG: PANELBOARDS. (SEE SCHEDULES FOR MORE INFORMATION)
- (HH1) IDENTIFICATION TAG: HANDHOLES. (SEE SCHEDULES FOR MORE INFORMATION)

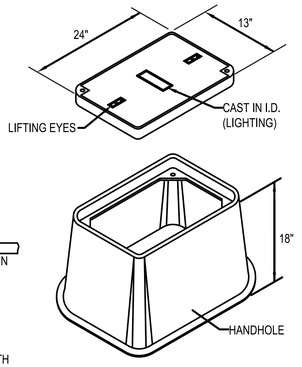
SITE CONDUIT / WIRING:

UNDERGROUND:

—— UG —— UG ——



INSTALLATION DETAIL



HANDHOLE AS QUAZITE #PG 1324BA18 BOX COMPLETE WITH THEIR PG1324HA00 COVER

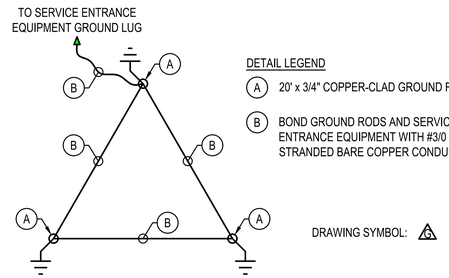
CONSTRUCTION DETAIL

HANDHOLE NOTES:

1) HANDHOLE SHALL HAVE LOGO CAST IN COVER (LOGO = LIGHTING). INSTALL IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS AND THESE REQUIREMENTS. HANDHOLE COVER SHALL BE TIER 22 RATED.

2) TERMINATE CONDUITS ENTERING HANDHOLE WITH END BELL. CONSTRUCT CONDUIT RISE TO ENTER BOX FROM SIDE WITH 22-1/2° SWEEP ELBOWS.

1 LIGHT FIXTURE HANDHOLE DETAIL



DETAIL LEGEND

- (A) 20' x 3/4" COPPER-CLAD GROUND ROD
- (B) BOND GROUND RODS AND SERVICE ENTRANCE EQUIPMENT WITH #3/0 TINNED STRANDED BARE COPPER CONDUCTOR

DRAWING SYMBOL: (G)

DETAIL NOTES

1. GROUNDS RODS ARE TO BE INSTALLED IN A TRIANGLE CONFIGURATION AND NO LESS THAN 20 FT APART.

2 GROUNDING TRIAD DETAIL

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ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE
05/20/2026

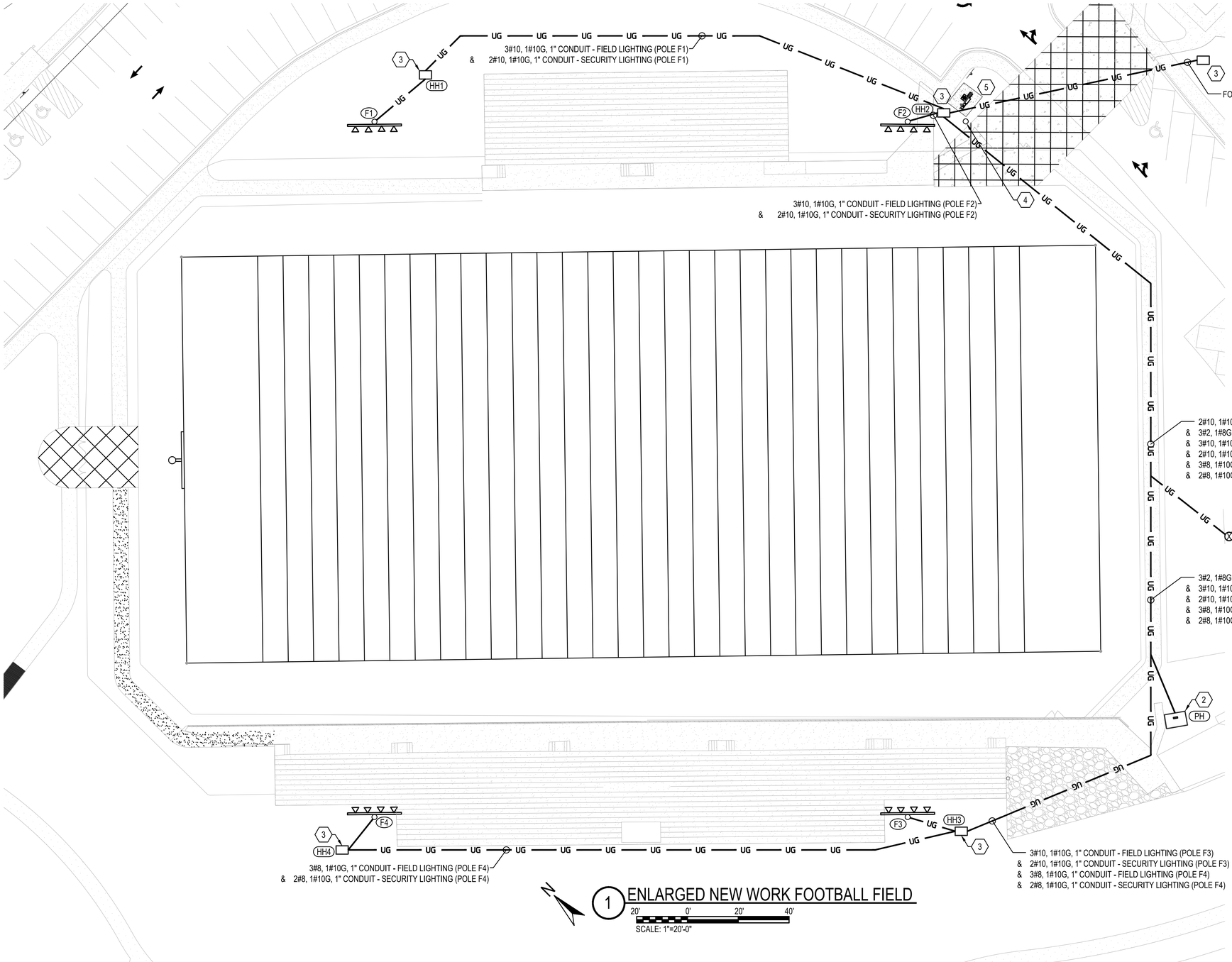
NUMBER	REVISION DESCRIPTION

CITY OF MOBILE - TRIMMIER PARK
LIGHT UPGRADES - PR#068-26
MOBILE, ALABAMA

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 05-20-2026

SHEET TITLE: ELECTRICAL LEGEND & ABBREVIATIONS & SPECIFICATIONS

SHEET: E101



1 ENLARGED NEW WORK FOOTBALL FIELD

20' 0' 20' 40'

SCALE: 1"=20'-0"

SHEET KEYNOTES

1. APPROXIMATE LOCATION OF A NEW LED FOOTBALL SCOREBOARD. COORDINATE FINAL REQUIREMENTS WITH FINAL EQUIPMENT SELECTION AND ADJUST FEEDERS / BREAKER ACCORDINGLY.
2. APPROXIMATE LOCATION OF THE EXISTING IRRIGATION PUMP HOUSE. THE IRRIGATION PANEL IN THIS WELL HOUSE IS TO BE DISCONNECTED, REMOVED, AND REPLACED NEW IN THE NEW WORK PHASE.
3. HANDHOLE BOXES ARE TO BE QUAZITE BOX #PG 1324BA18 WITH "ELECTRICAL" ENGRAVED IN THE PG1324HA00 LID. PROVIDE A MINIMUM OF 3" OF GRAVEL IN THE BOTTOM OF THE BOX.
4. APPROXIMATE LOCATION OF A DISCONNECTED TRANSFORMER BANK MOUNTED TO AN EXISTING UTILITY POLE. THE ELECTRICAL CONTRACTOR IS TO COORDINATE THE UPGRADE/RE-CONNECTION REQUIRMENTS WITH ALABAMA POWER COMPANY PRIOR TO BEGINNING WORK.
5. APPROXIMATE LOCATION OF A NEW SERVICE PEDESTAL. SEE ENLARGED PLAN FOR MORE DETAILS.

GENERAL NOTES

1. THE ELECTRICAL CONTRACTOR SHALL TAKE SPECIAL CARE TO ROUTE NEW UNDERGROUND FEEDERS TO AVOID CONFLICT WITH EXISTING TREE ROOTS.
2. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ALL NEW MUSCO LIGHTING EQUIPMENT IN ACCORDANCE WITH MUSCO DOCUMENTATION AND DIRECTION. COORDINATE ALL INSTALLATIONS WITH MUSCO PRIOR TO BEGINNING WORK.
3. ALL WIRE RUNS ARE TO BE CONTINUOUS. IF ANY SPLICES ARE NECESSARY, THEY ARE TO BE MADE USING INSULATED MECHANICAL LUGS.
4. THE ELECTRICAL CONTRACTOR IS TO INSTALL A SPARE 1" SCHEDULE 80 PVC CONDUIT UNDERGROUND IN ALL ROUTES BETWEEN HANDHOLES.
5. THE ELECTRICAL CONTRACTOR IS TO LOCATE EXISTING UNDERGROUND INSTALLATIONS AND UTILITIES, AND IS RESPONSIBLE FOR ANY DAMAGE INCURRED DURING THE NEW WORK PHASE.
6. THE CONTRACTOR IS TO MITIGATE HARM TO THE EXISTING LANDSCAPE AND IS RESPONSIBLE FOR ANY REPAIRS TO AT-FAULT DAMAGE INCURRED THROUGH THE SCOPE OF THIS PROJECT, INCLUDING SPREADING OF GRASS SEED UPON COMPLETION OF WORK.

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ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

05/20/2026

NUMBER	REVISION DESCRIPTION

CITY OF MOBILE - TRIMMIER PARK LIGHT UPGRADES - PR#068-26

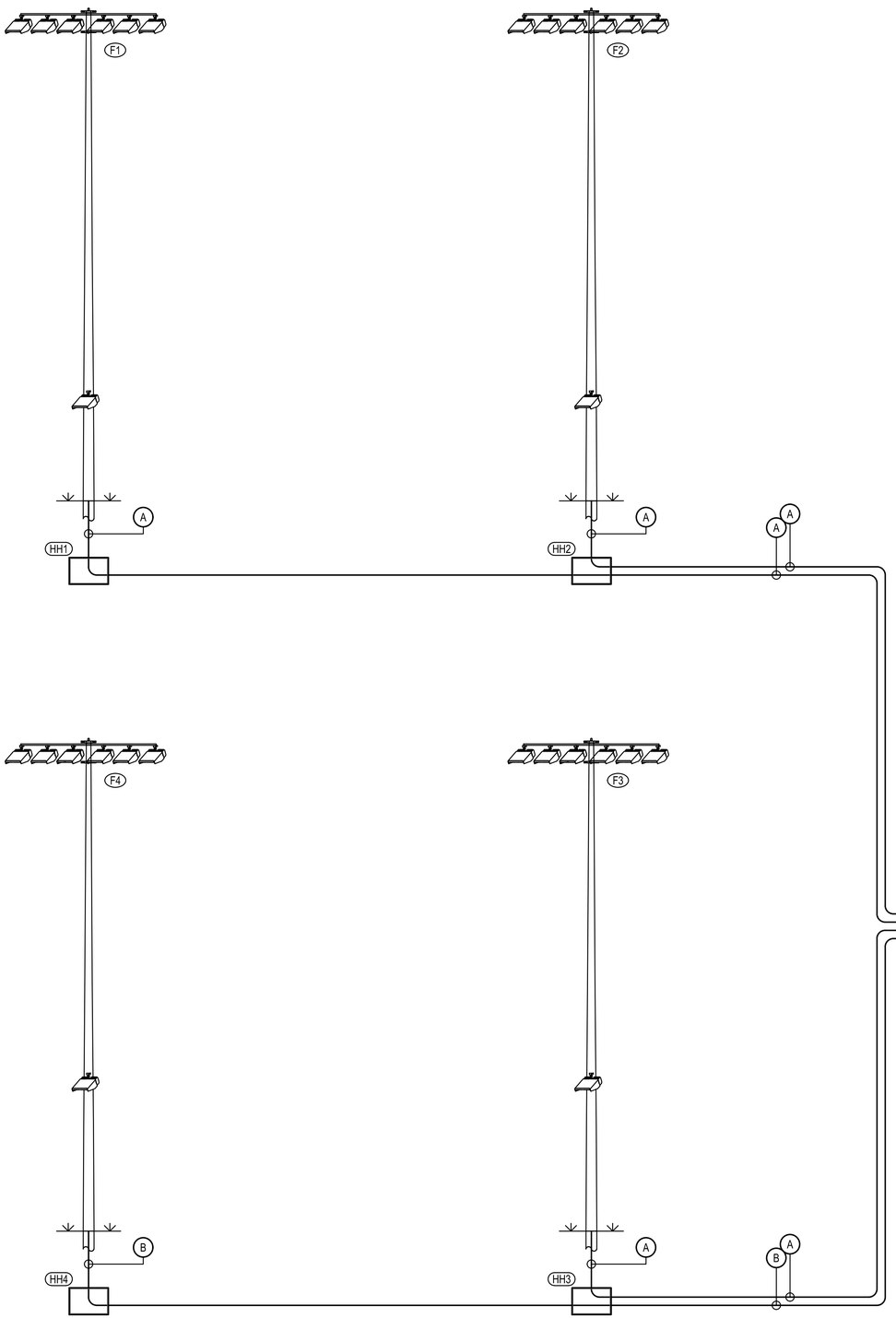
MOBILE, ALABAMA

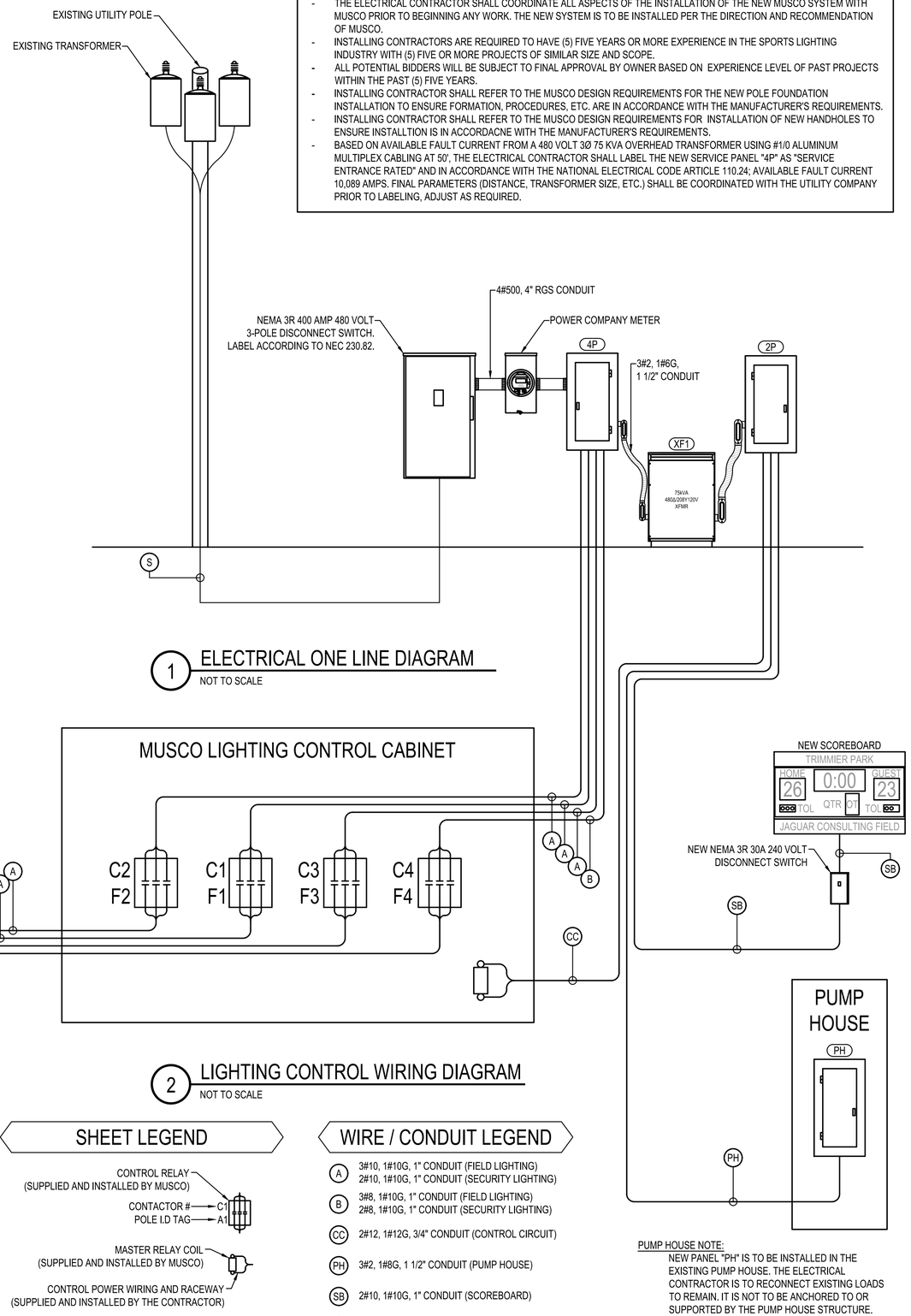
DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 05-20-2026

SHEET TITLE: ELECTRICAL OVERALL SITE PLAN

SHEET: E201

NOTE:
- THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ASPECTS OF THE INSTALLATION OF THE NEW MUSCO SYSTEM WITH MUSCO PRIOR TO BEGINNING ANY WORK. THE NEW SYSTEM IS TO BE INSTALLED PER THE DIRECTION AND RECOMMENDATION OF MUSCO.
- INSTALLING CONTRACTORS ARE REQUIRED TO HAVE (5) FIVE YEARS OR MORE EXPERIENCE IN THE SPORTS LIGHTING INDUSTRY WITH (5) FIVE OR MORE PROJECTS OF SIMILAR SIZE AND SCOPE.
- ALL POTENTIAL BIDDERS WILL BE SUBJECT TO FINAL APPROVAL BY OWNER BASED ON EXPERIENCE LEVEL OF PAST PROJECTS WITHIN THE PAST (5) FIVE YEARS.
- INSTALLING CONTRACTOR SHALL REFER TO THE MUSCO DESIGN REQUIREMENTS FOR THE NEW POLE FOUNDATION INSTALLATION TO ENSURE FORMATION, PROCEDURES, ETC. ARE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.
- INSTALLING CONTRACTOR SHALL REFER TO THE MUSCO DESIGN REQUIREMENTS FOR INSTALLATION OF NEW HANDHOLES TO ENSURE INSTALLTION IS IN ACCORDACNE WITH THE MANUFACTURER'S REQUIREMENTS.
- BASED ON AVAILABLE FAULT CURRENT FROM A 480 VOLT 3Ø 75 KVA OVERHEAD TRANSFORMER USING #1/0 ALUMINUM MULTIPLEX CABLING AT 50', THE ELECTRICAL CONTRACTOR SHALL LABEL THE NEW SERVICE PANEL "4P" AS "SERVICE ENTRANCE RATED" AND IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE ARTICLE 110.24; AVAILABLE FAULT CURRENT 10,089 AMPS. FINAL PARAMETERS (DISTANCE, TRANSFORMER SIZE, ETC.) SHALL BE COORDINATED WITH THE UTILITY COMPANY PRIOR TO LABELING, ADJUST AS REQUIRED.





1 ELECTRICAL ONE LINE DIAGRAM
NOT TO SCALE

2 LIGHTING CONTROL WIRING DIAGRAM
NOT TO SCALE

SHEET LEGEND

CONTROL RELAY
(SUPPLIED AND INSTALLED BY MUSCO)

CONTACTOR # — C1
POLE I.D TAG — A1

MASTER RELAY COIL
(SUPPLIED AND INSTALLED BY MUSCO)

CONTROL POWER WIRING AND RACEWAY
(SUPPLIED AND INSTALLED BY THE CONTRACTOR)

WIRE / CONDUIT LEGEND

- (A) 3#10, 1#10G, 1" CONDUIT (FIELD LIGHTING)
  2#10, 1#10G, 1" CONDUIT (SECURITY LIGHTING)
- (B) 3#8, 1#10G, 1" CONDUIT (FIELD LIGHTING)
  2#8, 1#10G, 1" CONDUIT (SECURITY LIGHTING)
- (CC) 2#12, 1#12G, 3/4" CONDUIT (CONTROL CIRCUIT)
- (PH) 3#2, 1#8G, 1 1/2" CONDUIT (PUMP HOUSE)
- (SB) 2#10, 1#10G, 1" CONDUIT (SCOREBOARD)
- (S) 4#500mcm, 4" CONDUIT (SERVICE)

PUMP HOUSE NOTE:
NEW PANEL "PH" IS TO BE INSTALLED IN THE EXISTING PUMP HOUSE. THE ELECTRICAL CONTRACTOR IS TO RECONNECT EXISTING LOADS TO REMAIN. IT IS NOT TO BE ANCHORED TO OR SUPPORTED BY THE PUMP HOUSE STRUCTURE.

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ALABAMA LICENSED
No. 50660
PROFESSIONAL
ENGINEER
CHRISTINA MARIE
05/20/2026

NUMBER	REVISION	DESCRIPTION

CITY OF MOBILE - TRIMMIER PARK
LIGHT UPGRADES - PR#068-26
MOBILE, ALABAMA

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 05-20-2026

SHEET TITLE: ELECTRICAL ONE LINE DIAGRAM & LIGHTING CONTROL WIRING DIAGRAM

SHEET: E301

PANELBOARD INFORMATION SCHEDULE

MARK	PANEL TYPE	MOUNT	VOLTAGE	PH	WIRE	MAIN BKR RTG	FDR BKR RTG	kAIC RTG	BUS RTG (A)	FEEDER
4P	N3R SER	SURFACE	480Y277V	3	4	400	N/A	14	400	4#500, 4"C
2P	N3R	SURFACE	208Y120V	3	4	200	N/A	10	200	4#3/0, 1#4G, 2"C
PH	N3R	SURFACE	208Y120V	3	4	100	N/A	10	100	3#2, 1#8G, 1 1/2"C
NOTES	ALL PANELBOARDS ARE TO BE EQUIPPED WITH COPPER BUS.									
	ALL PANELBOARDS ARE TO ARC FLASH WARNING LABEL IN ACCORDANCE WITH NEC 110.16.									

PANELBOARD SCHEDULE: 4P

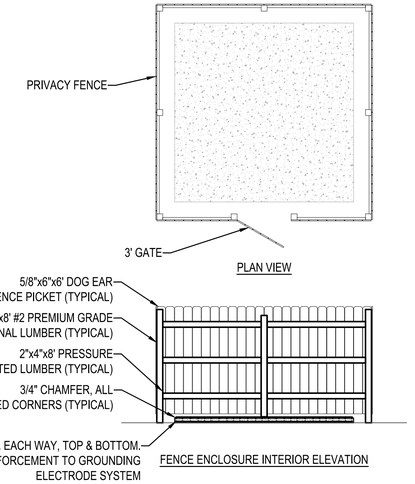
VOLTAGE: 480Y/277V
PHASE: 3
AMPS: 400A MAIN BREAKER

CKT	LOAD	BKR P	BKR AT	CKT (kVA)	PHASE (kVA) A	PHASE (kVA) B	PHASE (kVA) C	CKT (kVA)	BKR AT	BKR P	LOAD	CKT
1	POLE F1 FIELD LTG	3	30	3.7	7.4			3.7	30	3	POLE F3 FIELD LTG	2
3				3.7		7.4		3.7				4
5				3.7			7.4	3.7				6
7	POLE F2 FIELD LTG	3	30	3.7	7.4			3.7	30	3	POLE F4 FIELD LTG	8
9				3.7		7.4		3.7				10
11				3.7			7.4	3.7				12
13	POLES F1/F2 SECURITY LTG	2	30	1.2	2.4			1.2	30	2	POLES F3/F4 SECURITY LTG	14
15				1.2		2.4		1.2				16
17												18
19	SPACE	3								3	SPACE	20
21												22
23												24
25	SPACE	3								3	SPACE	26
27												28
29												30
31	SPACE	3								3	SPACE	32
33												34
35												36
37	SPACE	3			0.2			0.2	110	3	TRANSFORMER - TO PANEL 2P	38
39						0.2		0.2				40
41							0.1	0.1				42
		PHASE (kVA):			17	17	15	TOTAL (kVA): 49.7				
		PHASE (AMPS):			63	63	54					

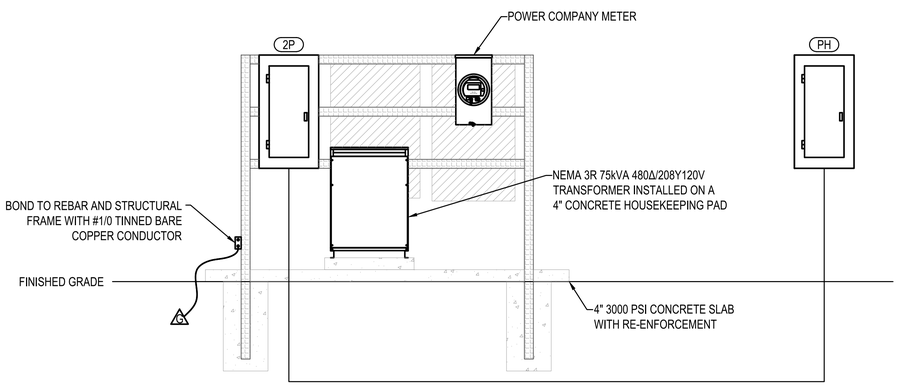
PANELBOARD SCHEDULE: 2P

VOLTAGE: 208Y/120
PHASE: 3
AMPS: 200 MAIN BREAKER

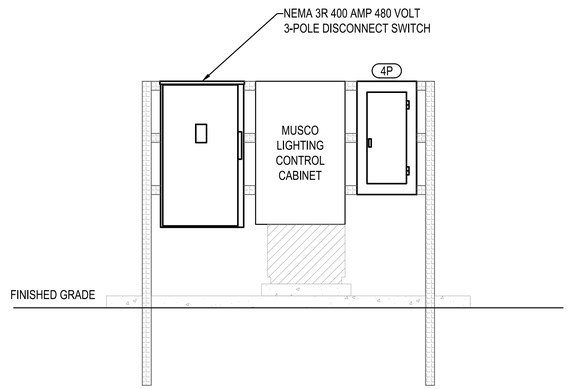
CKT	LOAD	BKR P	BKR AT	CKT (kVA)	PHASE (kVA) A	PHASE (kVA) B	PHASE (kVA) C	CKT (kVA)	BKR AT	BKR P	LOAD	CKT
1	SCOREBOARD	2	30	0.2	0.2				100	2	PANEL PH	2
3				0.2		0.2						4
5	LIGHTING CONTROL	1	30	0.1			0.1		20	1	SPARE	6
7	SPARE	1	20						20	1	SPARE	8
9	SPARE	1	20						20	1	SPARE	10
11	SPARE	1	20						20	1	SPARE	12
13	SPARE	1	20						20	1	SPARE	14
15	SPARE	1	20						20	1	SPARE	16
17	SPARE	1	20						20	1	SPARE	18
19	SPARE	1	20						20	1	SPARE	20
21	SPACE	1								1	SPACE	22
23	SPACE	1								1	SPACE	24
25	SPACE	1								1	SPACE	26
27	SPACE	1								1	SPACE	28
29	SPACE	1								1	SPACE	30
31	SPACE	1								1	SPACE	32
33	SPACE	1								1	SPACE	34
35	SPACE	1								1	SPACE	36
37	SPACE	1								1	SPACE	38
39	SPACE	1								1	SPACE	40
41	SPACE	1								1	SPACE	42
		PHASE (kVA):			0	0	0	TOTAL (kVA): 0.5				
		PHASE (AMPS):			2	2	1					



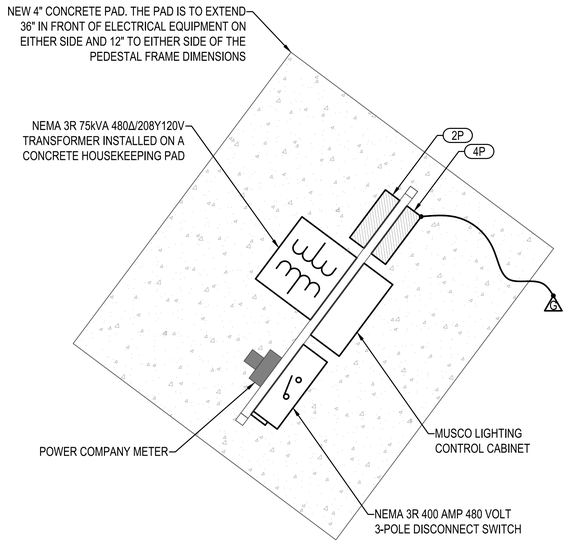
4 TYPICAL LIGHTING CONTROL PEDESTAL FENCE AND CONCRETE PAD DETAIL
NOT TO SCALE



1 SERVICE PEDESTAL ELEVATION (LOOKING SOUTHEAST)
NOT TO SCALE



2 SERVICE PEDESTAL ELEVATION (LOOKING NORTHWEST)
NOT TO SCALE



3 SERVICE PEDESTAL ENLARGED PLAN VIEW
NOT TO SCALE

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ALABAMA 50660 PROFESSIONAL ENGINEER REGISTERED CHRISTINA MARIE

05/20/2026

NUMBER	REVISION DESCRIPTION

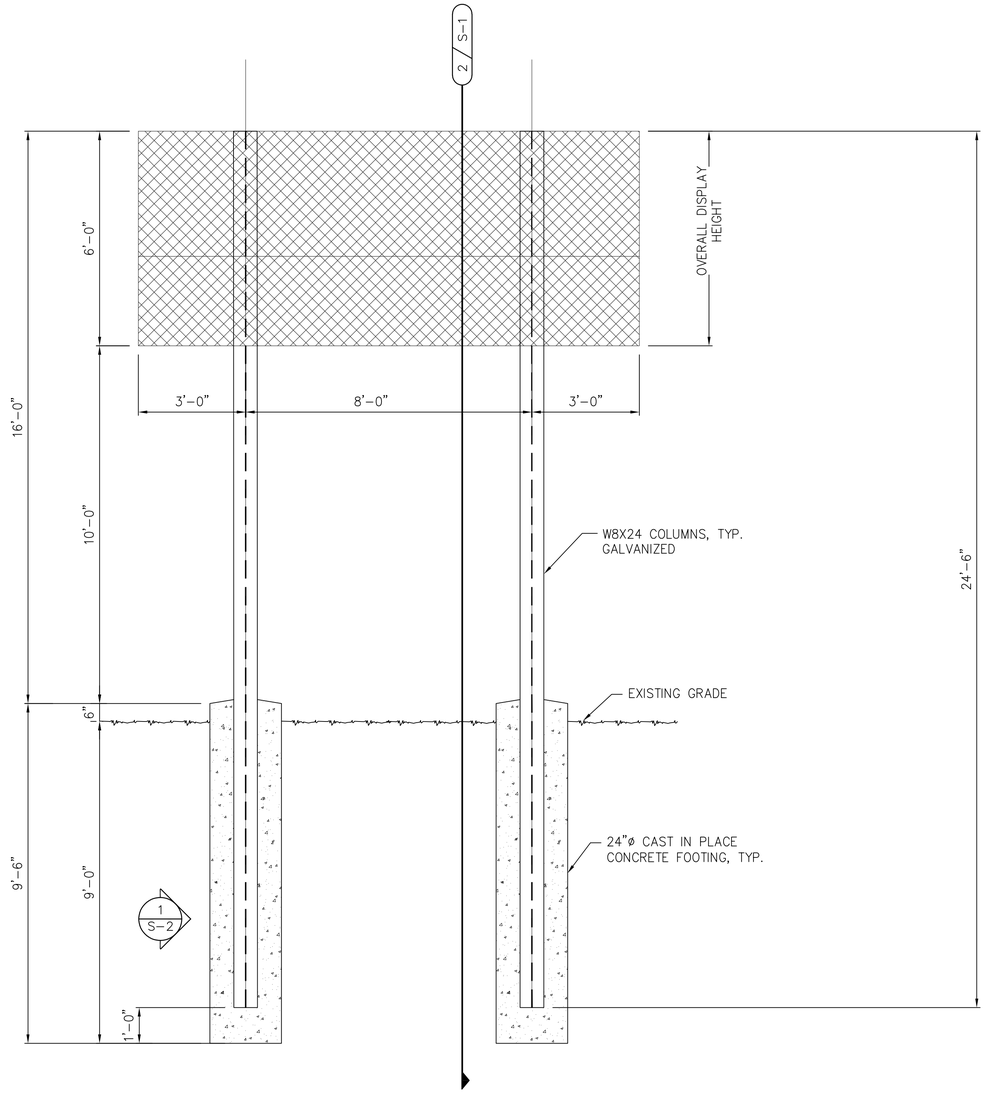
CITY OF MOBILE - TRIMMIER PARK LIGHT UPGRADES - PR#068-26

MOBILE, ALABAMA

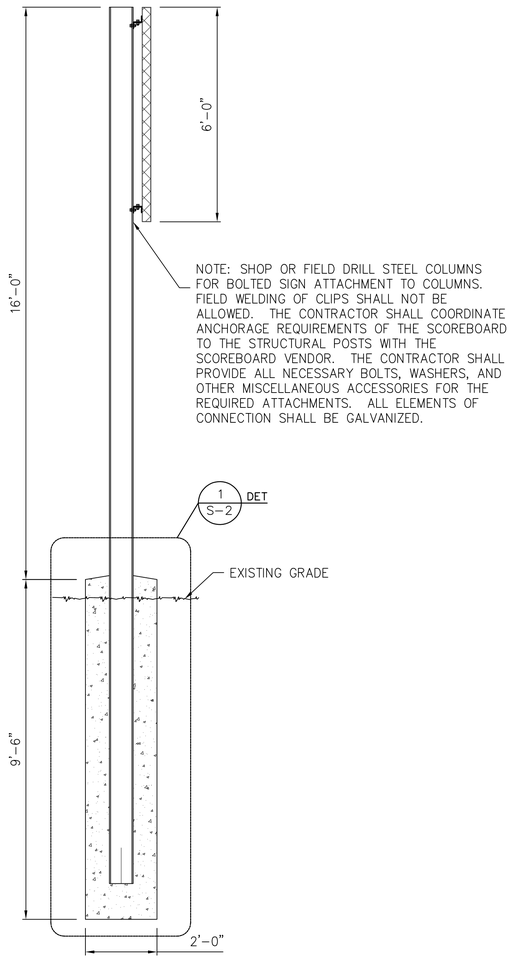
DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 05-20-2026

SHEET TITLE: ELECTRICAL SCHEDULES & ELEVATIONS

SHEET: E401



FRONT ELEVATION 1 / S-1
SCALE: 1/2"=1'-0"



SIDE ELEVATION 2 / S-1
SCALE: 1/2"=1'-0"

POLE INSTALLATION NOTES:

EXCAVATE HOLES TO THE SIZE AND EMBEDMENT DEPTH SPECIFIED. SUSPEND POLES IN PLACE AT THE CENTER OF THE EXCAVATION AND HOLD POLES PLUMB. TEMPORARILY BRACE POLES AS REQUIRED TO MAINTAIN PROPER POSITION, ALIGNMENT, AND ELEVATION. FILL ANNULAR SPACE AROUND POLE WITH FRESH CONCRETE

ALABAMA LICENSED No. 20131 PROFESSIONAL ENGINEER JAMES A. RUSSELL
05.20.2026

REVISION	DATE	DESCRIPTION
–	05.20.26	ISSUED FOR BID

BARTER & ASSOCIATES, INC.
Structural Engineers
1614 GOVERNMENT STREET
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PHONE (251)473-8354
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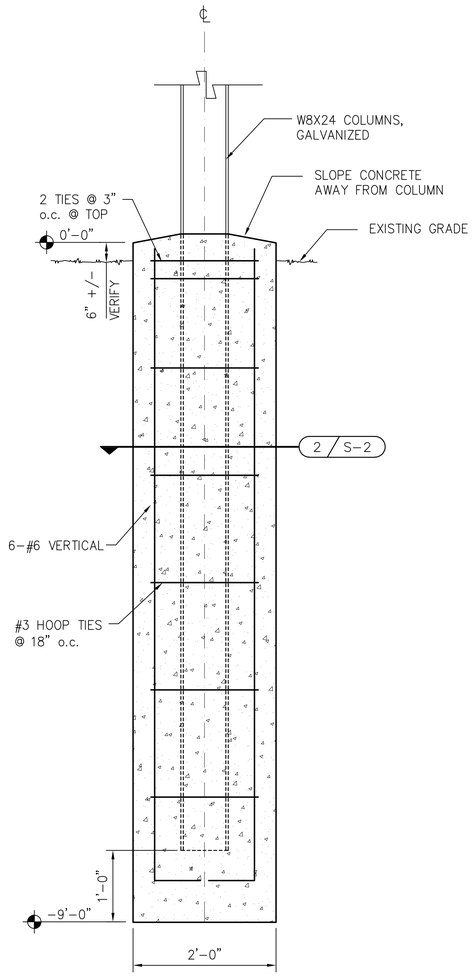
City of Mobile
Trimmier Park Lights Upgrades
PR-068-24
Mobile, AL

SHEET TITLE:
SCOREBOARD ELEVATIONS

SCALE: AS NOTED	DESIGNED BY: JAR	SHEET NO. S-1
PROJECT NO: 26025	CHECKED BY: JAR	
PLOT SCALE:	FILE NO.:	



DRILLED PIER DETAIL

DETAIL 1 / S-2
SCALE: 1"=1'-0"

DRILLED PIER NOTES:
1. CONCRETE STRENGTH TO BE 4,000 PSI @ 28 DAYS
2. FORM TOP SECTIONS OF DRILLED PIER WITH SONOTUBE OR OTHER SUITABLE FORM AS REQUIRED.

STRUCTURAL DESIGN CRITERIA

APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE

ASCE 7-22 – MINIMUM DESIGN LOADS FOR BUILDINGS & OTHER STRUCTURES

AISC 360-16 (15TH EDITION) – STEEL CONSTRUCTION MANUAL

ACI 318-14 – BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

WIND LOADS (ASCE 7-22)

WIND SPEED Vult = 149 MPH; Vasd = 115 MPH

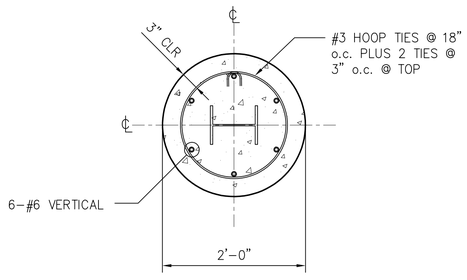
WIND RISK CATEGORY = II

WIND EXPOSURE CATEGORY = "C"

STRUCTURAL GENERAL NOTES

GENERAL:

1. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
2. THE CONTRACTOR SHALL VERIFY FOUNDATION LAYOUT AND ELEVATIONS BEFORE STARTING WORK. COORDINATE FINAL LAYOUT WITH APPROVED SCOREBOARD VENDOR DRAWINGS.
3. CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY BRACING, SHORING, GUYING, ETC. AND OTHER METHODS TO PREVENT EXCESSIVE CONSTRUCTION STRESSES. THESE PROVISIONS ARE TO REMAIN IN PLACE UNTIL SUFFICIENT PERMANENT MEMBERS ARE CONSTRUCTED TO INSURE THE SAFETY OF THE STRUCTURE.
4. UNLESS OTHERWISE NOTED, DETAILS SHOWN ON ANY DRAWING ARE TO BE CONSIDERED TYPICAL FOR ALL SIMILAR CONDITIONS.



DRILLED PIER REINFORCEMENT DETAIL

DETAIL 2 / S-2
SCALE: 1"=1'-0"

FOUNDATIONS/SOILS:

1. ALL FOUNDATIONS, OR PORTIONS THEREOF BELOW GRADE, MAY BE EARTH FORMED BY NEAT EXCAVATIONS. WHERE SOILS ARE NOT SUITABLE TO SERVE AS EARTH FORMS OR WHERE SOILS SLOUGH INTO THE FOUNDATION EXCAVATION, THEN THE SIDES OF THE FOUNDATION SHALL BE FORMED.
2. DRILLED SHAFT FOUNDATIONS SHALL BE INSTALLED AS SOON AS PRACTICAL AFTER THE INITIAL EXCAVATION. IN ALL CASES, THE FOUNDATION MUST BE PL;ACED WITHIN 48-HOURS OF THE INITIAL SHAFT EXCAVATION.

CONCRETE WORK:

1. CONCRETE SHALL HAVE THE MINIMUM STRENGTH AND MEET THE PROPERTIES AS DESCRIBED BELOW FOR THE VARIOUS CLASSES OF CONCRETE & GROUT:

MIX TYPE	SUPER P	MAX. SLUMP **	W/C RATIO	% AIR	MAX. AGGR.	COMMENT	LOCATION
4,000 PSI	N/A	4" MAX.	0.51 MAX.	4-6			FOUNDATIONS
** #/# INDICATES SLUMP PRIOR TO/AFTER ADDITION OF SUPER P TO MIX.							

2. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE 2018 "ACI MANUAL OF CONCRETE PRACTICE."
3. PORTLAND CEMENT SHALL CONFORM TO ASTM C 150, TYPE I OR II.
4. ALL AGGREGATE FOR NORMAL WEIGHT CONCRETE SHALL MEET ASTM C33.

STEEL:

1. STRUCTURAL STEEL SHALL MEET THE LATEST AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
2. ALL STRUCTURAL STEEL TO MEET ASTM A992 – f'y = 50ksi. ALL PLATES, ANGLES, AND MISCELLANEOUS SHAPES TO MEET ASTM A36 – f'y = 36ksi, ALL PIPES TO MEET ASTM A53, GRADE B – f'y = 35ksi.
3. WELDING SHALL CONFORM TO THE STANDARDS SET FORTH IN AWS PUBLICATION "WELDING IN BUILDING CONSTRUCTION".
4. ALL NOTED SHOP CONNECTIONS TO HAVE 5/16" FILLET WELDS MINIMUM UNLESS NOTED OTHERWISE.
5. ALL FIELD WELDS TO BE WITH E70XX ELECTRODES.
6. ALL STRUCTURAL STEEL TO BE HOT-DIPPED GALVANIZED AFTER FABRICATION

ALABAMA LICENSED No. 20131 PROFESSIONAL ENGINEER JAMES A. RUSSELL
05.20.2026

REVISION	DATE	DESCRIPTION
–	05.20.26	ISSUED FOR BID

BARTER & ASSOCIATES, INC.
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City of Mobile
Trimmier Park Lights Upgrades
PR-068-24
Mobile, AL

SHEET TITLE:
SCOREBOARD FOUNDATION DETAILS

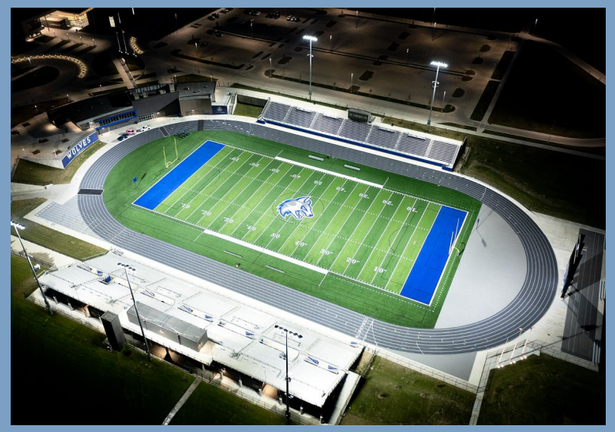
SCALE: AS NOTED	DESIGNED BY: JAR	SHEET NO. S-2
PROJECT NO: 26025	CHECKED BY: JAR	
PLOT SCALE:	FILE NO.:	

MUSCO LIGHTING PROJECT
RELATED DOCUMENTS
(for reference only)

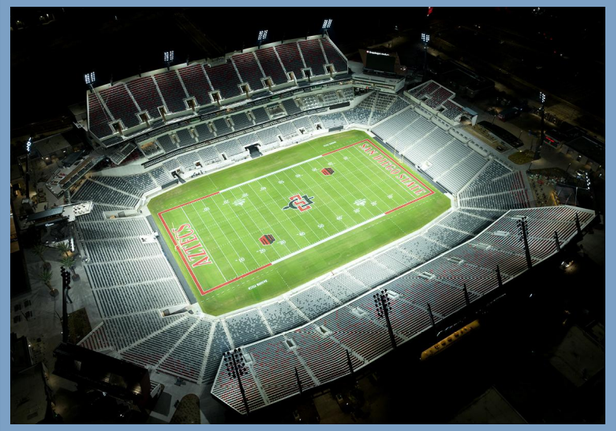
We Make It Happen®



Elk River High School Stadium, Elk River, Minnesota, USA



Waukee Northwest High School, Waukee, Iowa, USA



San Diego State University, Snapdragon Stadium, San Diego, California, USA



AT&T Stadium, Dallas Cowboys, Arlington, Texas, USA

Trimmier Park Football

Mobile,AL

Sales Representative: Gaines Todd JR · Designed By: Cody Clark · Design No.: 156970C · March 27, 2026

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Trimmier Park Football

Mobile,AL

LIGHTING SYSTEM

Structure/Fixture Summary

Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Load	Circuit
F1-F2	70'	70'	6	TLC-LED-1500	8.46 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
F3-F4	70'	70'	6	TLC-LED-1500	8.46 kW	A
		23'	2	TLC-BT-575	1.15 kW	A
4			**32**		**38.44 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Football	38.44 kW	32

Fixture Type Summary

Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	A	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	8
TLC-LED-1500	A	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	24

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Football	Horizontal Illuminance	50.53	39	63	1.64	1.31	A	32
Football Spill @ 3ft.	Horizontal Illuminance	0.0328	0.00	0.11	58.426	16.919	A	32
Football Spill @ 5ft.	Max Candela Metric	3227.4880	153.30	9521.71	62.111	21.053	A	32
Football Spill @ 5ft.	Max Vertical Illuminance Metric	0.0791	0.00	0.21	59.613	22.597	A	32
Home Bleacher	Horizontal	13.00	3	25	9.71	5.10	A	32
Visitor Bleacher	Horizontal	9.49	2	20	8.76	4.10	A	32

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

We Make It Happen.

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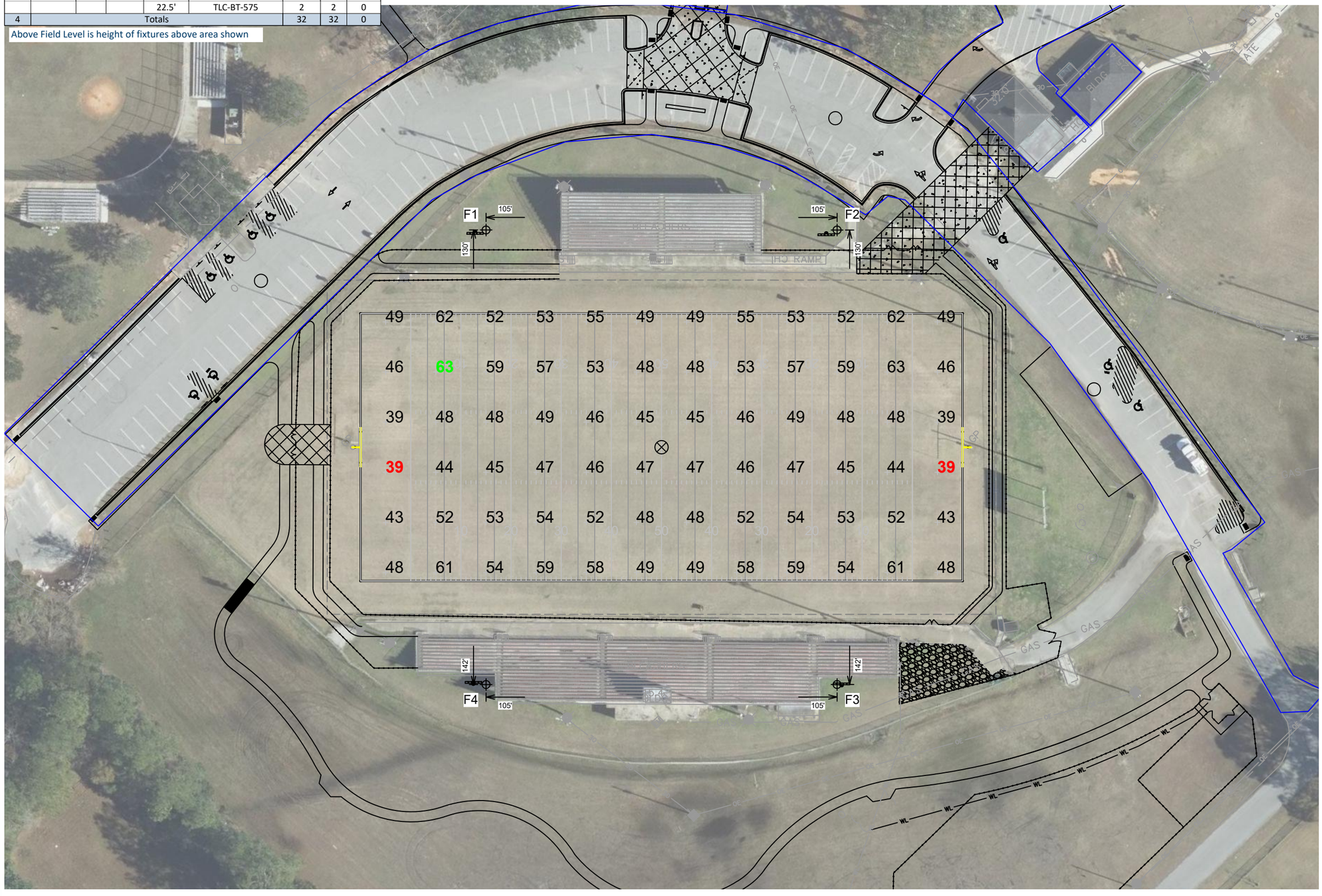
Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	F1-F2	70'	-	70'	TLC-LED-1500	6	6	0
				15.5'	TLC-BT-575	2	2	0
2	F3-F4	70'	-	70'	TLC-LED-1500	6	6	0
				22.5'	TLC-BT-575	2	2	0
4	Totals					32	32	0

Above Field Level is height of fixtures above area shown



SCALE IN FEET 1 : 60

0' 60' 120'

ENGINEERED DESIGN By: Cody Clark • File #156970C • 27-Mar-26

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Trimmier Park Football

Mobile,AL

Grid Summary

Name:	**Football**
Size:	360' x 160'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

INITIAL HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average:	**50**
Scan Average:	50.53
Maximum:	63
Minimum:	39
Avg/Min:	1.31
Guaranteed Max/Min:	**2**
Max/Min:	1.64
UG (adjacent pts):	1.37
CU:	0.68
No. of Points:	72
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**32**
Total Load:	38.44 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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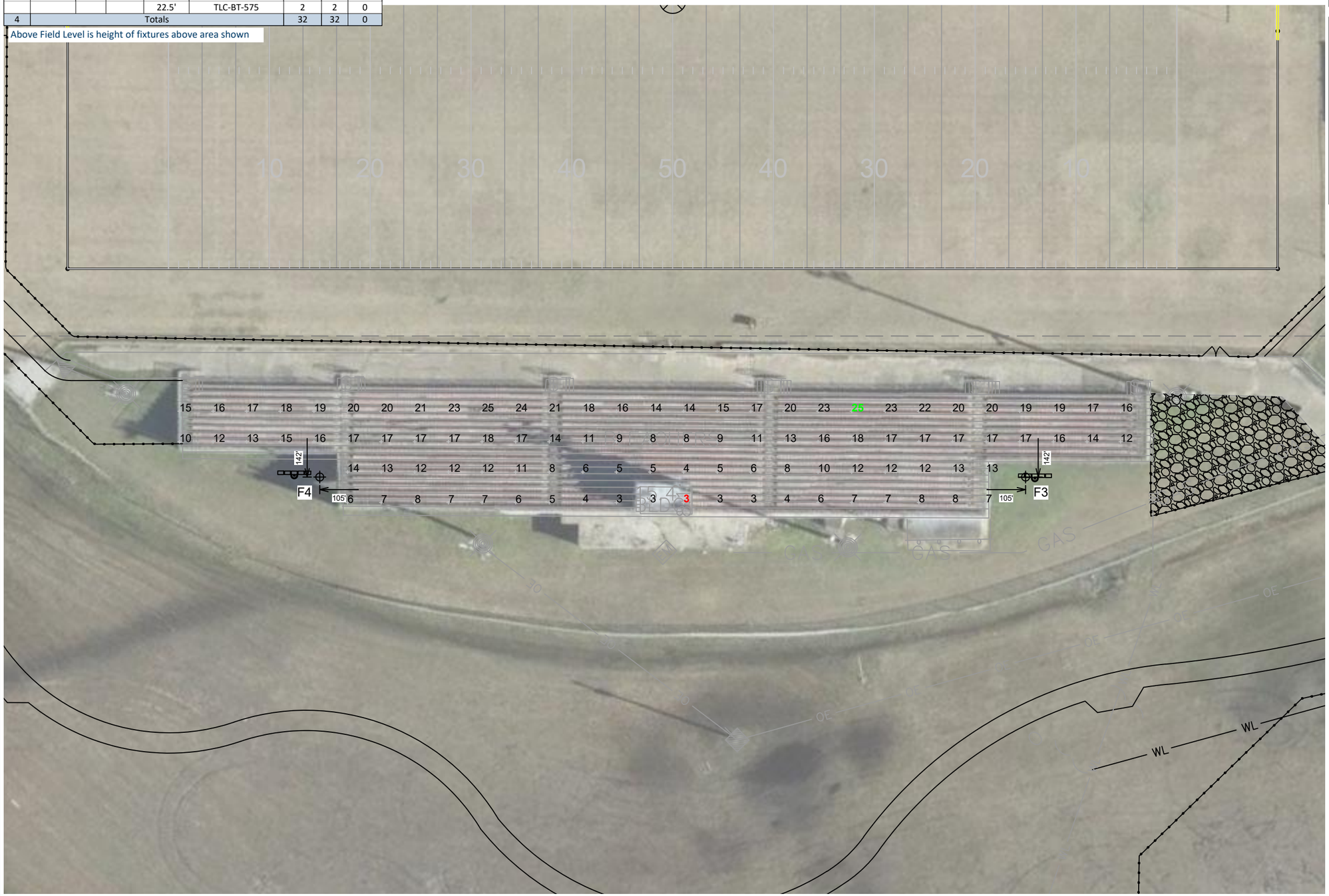
Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	F1-F2	70'	-	70'	TLC-LED-1500	6	6	0
				15.5'	TLC-BT-575	2	2	0
2	F3-F4	70'	-	70'	TLC-LED-1500	6	6	0
				22.5'	TLC-BT-575	2	2	0
4	Totals					32	32	0

Above Field Level is height of fixtures above area shown



SCALE IN FEET 1 : 30

0' 30' 60'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Trimmier Park Football

Mobile,AL

Grid Summary

Name:	**Home Bleacher**
Size:	360' x 160'
Spacing:	10.0' x 10.0'

Illumination Summary

	INITIAL HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average:	**13.00**
Maximum:	25
Minimum:	3
Avg/Min:	5.10
Max/Min:	**9.71**
UG (adjacent pts):	2.16
CU:	0.02
No. of Points:	98
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**32**
Total Load:	38.44 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	F1-F2	70'	-	70'	TLC-LED-1500	6	6	0
				15.5'	TLC-BT-575	2	2	0
2	F3-F4	70'	-	70'	TLC-LED-1500	6	6	0
				22.5'	TLC-BT-575	2	2	0
4	Totals					32	32	0

Above Field Level is height of fixtures above area shown



SCALE IN FEET 1 : 20

0' 20' 40'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Trimmier Park Football

Mobile,AL

Grid Summary

Name:	**Visitor Bleacher**
Size:	360' x 160'
Spacing:	10.0' x 10.0'

Illumination Summary

	INITIAL HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average:	**9.49**
Maximum:	20
Minimum:	2
Avg/Min:	4.10
Max/Min:	**8.76**
UG (adjacent pts):	2.00
CU:	0.01
No. of Points:	48
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**32**
Total Load:	38.44 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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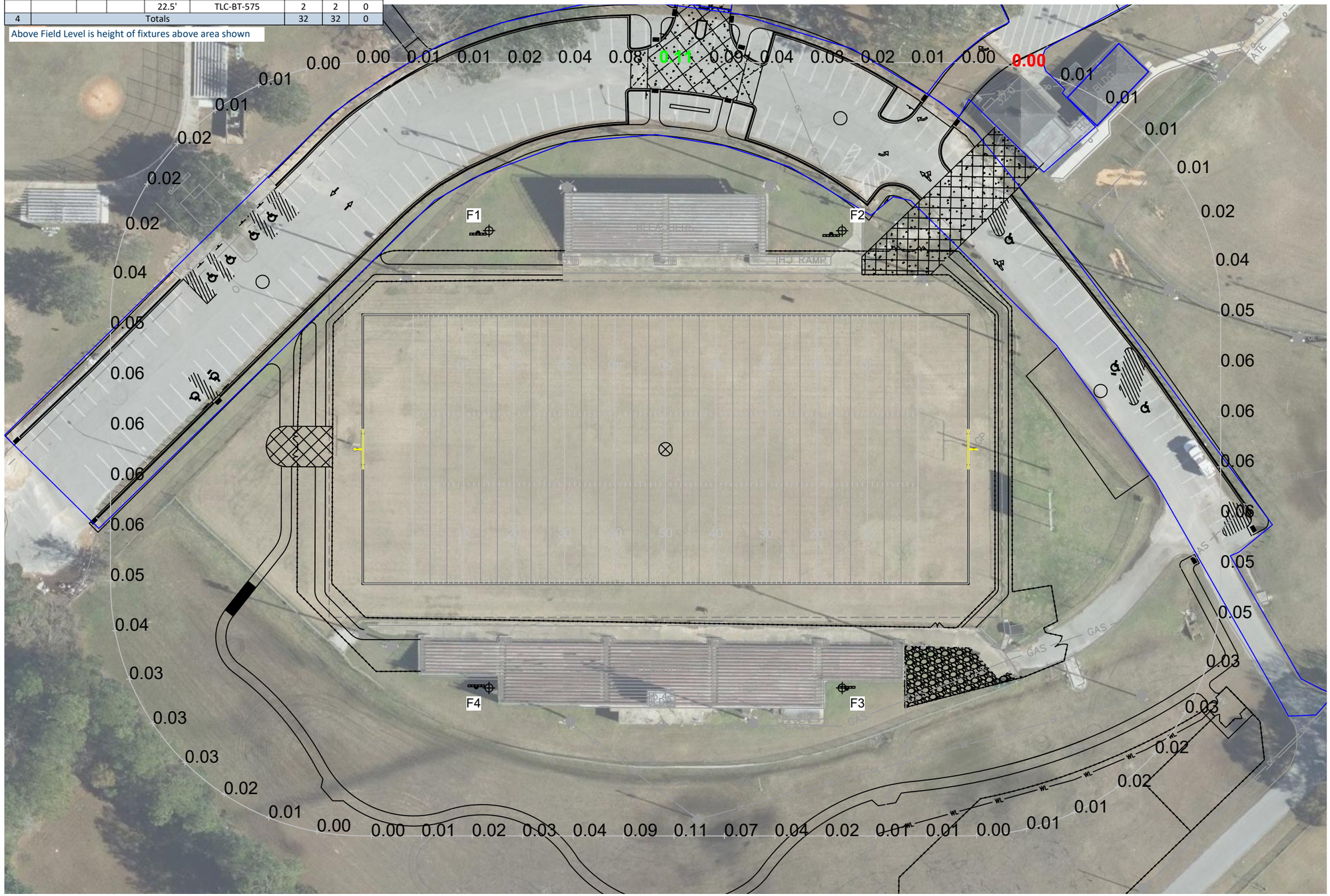
Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	F1-F2	70'	-	70'	TLC-LED-1500	6	6	0
				15.5'	TLC-BT-575	2	2	0
2	F3-F4	70'	-	70'	TLC-LED-1500	6	6	0
				22.5'	TLC-BT-575	2	2	0
4	Totals					32	32	0

Above Field Level is height of fixtures above area shown



SCALE IN FEET 1 : 60

0' 60' 120'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Trimmier Park Football

Mobile,AL

Grid Summary

Name:	**Football Spill @ 3ft.**
Spacing:	30.0'
Height:	3.0' above grade

Illumination Summary

	INITIAL HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average:	**0.0328**
Maximum:	0.11
Minimum:	0.00
CU:	0.00
No. of Points:	66
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**32**
Total Load:	38.44 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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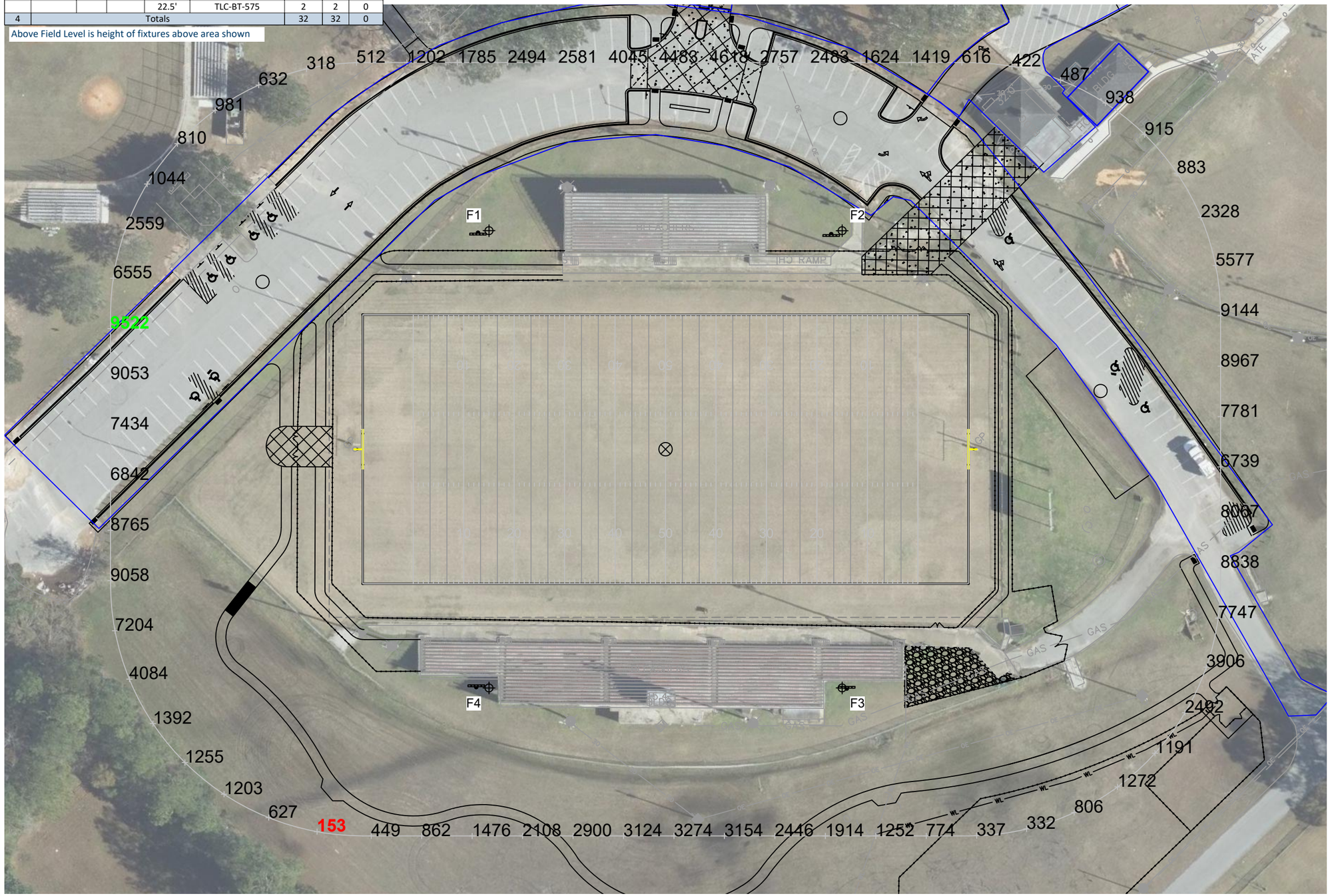
Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	F1-F2	70'	-	70'	TLC-LED-1500	6	6	0
				15.5'	TLC-BT-575	2	2	0
2	F3-F4	70'	-	70'	TLC-LED-1500	6	6	0
				22.5'	TLC-BT-575	2	2	0
4	Totals					32	32	0

Above Field Level is height of fixtures above area shown



SCALE IN FEET 1 : 60

0' 60' 120'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Trimmier Park Football

Mobile,AL

Grid Summary

Name:	**Football Spill @ 5ft.**
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary

	INITIAL CANDELA (PER FIXTURE)
	Entire Grid
Scan Average:	**3227.4880**
Maximum:	9521.71
Minimum:	153.30
CU:	0.00
No. of Points:	66
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**32**
Total Load:	38.44 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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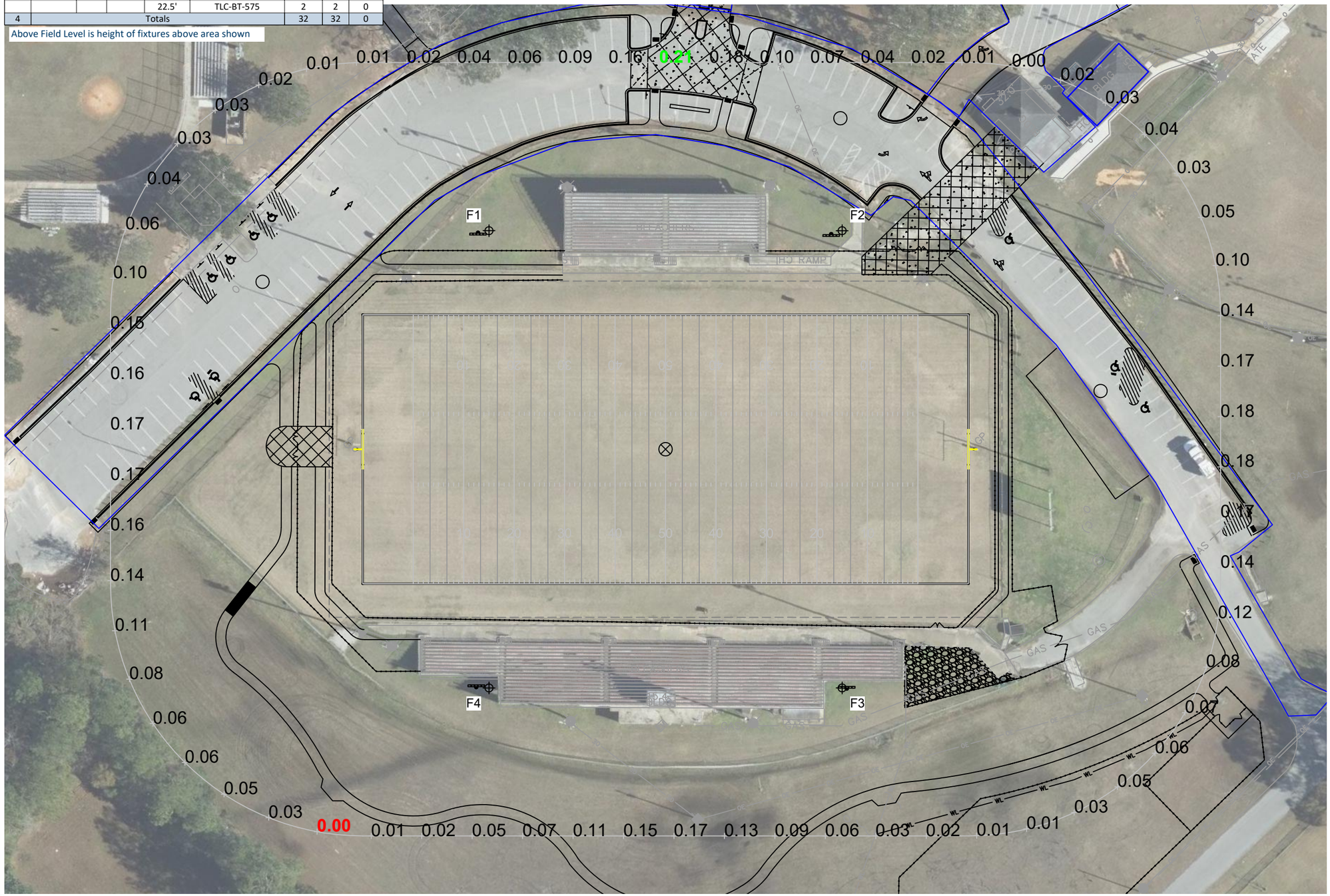
Trimmier Park Football

Mobile,AL

Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	F1-F2	70'	-	70'	TLC-LED-1500	6	6	0
				15.5'	TLC-BT-575	2	2	0
2	F3-F4	70'	-	70'	TLC-LED-1500	6	6	0
				22.5'	TLC-BT-575	2	2	0
4	Totals					32	32	0

Above Field Level is height of fixtures above area shown



Grid Summary

Name:	**Football Spill @ 5ft.**
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary

	INITIAL MAX VERTICAL FOOTCANDLES
	Entire Grid
Scan Average:	**0.0791**
Maximum:	0.21
Minimum:	0.00
CU:	0.00
No. of Points:	66
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**32**
Total Load:	38.44 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 60

0' 60' 120'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Trimmier Park Football

Mobile,AL

Equipment Layout

INCLUDES:
· Football

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

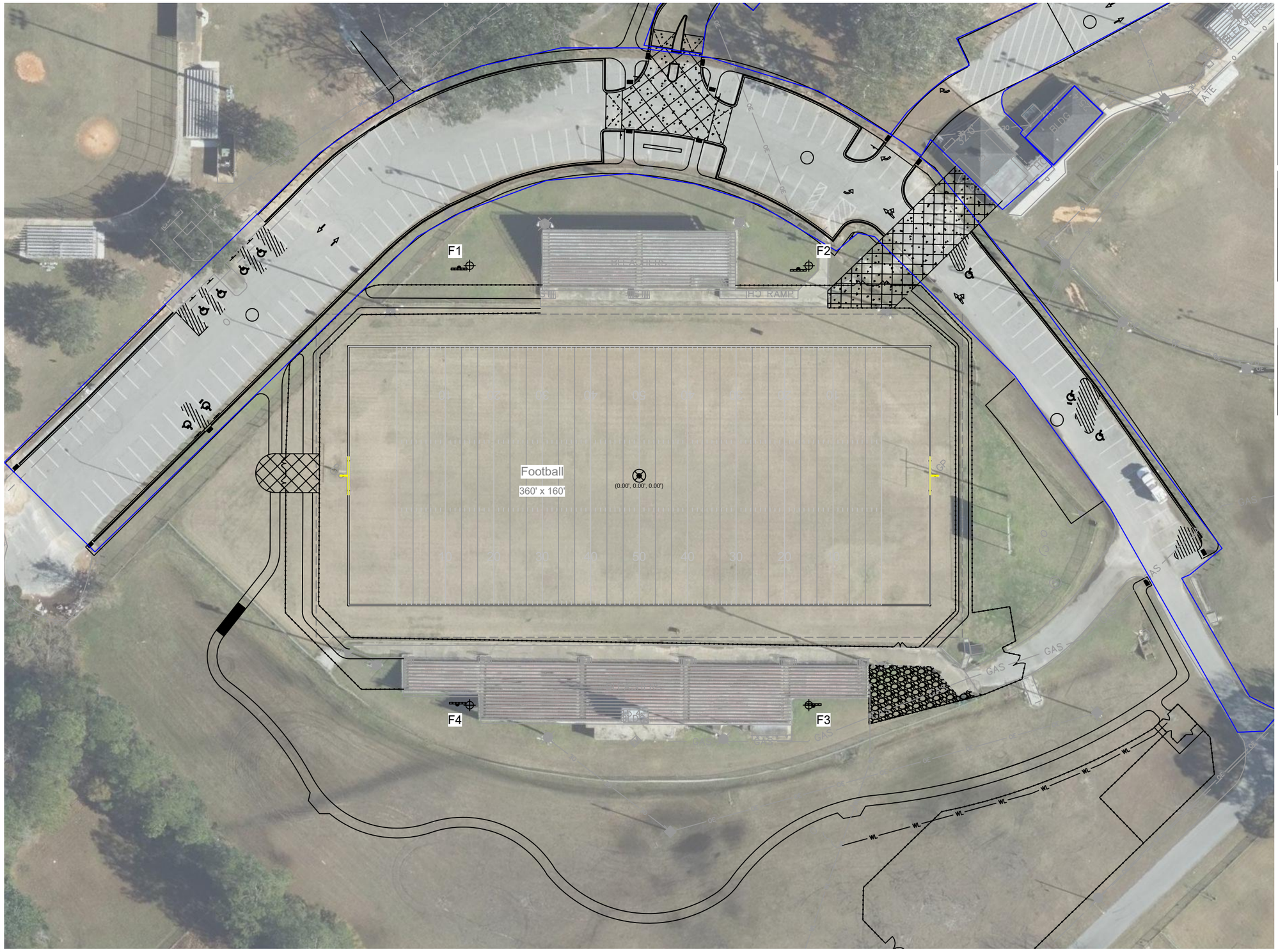
Equipment List For Areas Shown

Structure				Fixtures		
QTY	STRUCTURE ID	SIZE	GLOBAL ELEVATION	ABOVE GLOBAL LEVEL	FIXTURE TYPE	QTY/POLE
2	F1-F2	70'	-	70' 15.5'	TLC-LED-1500 TLC-BT-575	6 2
2	F3-F4	70'	-	70' 22.5'	TLC-LED-1500 TLC-BT-575	6 2
4	Totals					32

Above Global Level is height of fixtures above design (0,0,0)

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5



SCALE IN FEET 1 : 60

0' 60' 120'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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System Requirements: Control System Summary

Preliminary Plans: Confirm all details - see Note 1

Project Information

Control System

Control System ID:	1 of 1
Control System Type:	Control-Link® Control and Monitoring System
Communication Type:	PowerLine-ST

Power Requirements

Control cabinet(s):	
Control voltage (phase to neutral)	120/60
VA loading - Inrush	1553.0
VA loading - Sealed	180.0
Lighting Circuits:	
Voltage/Hertz/Phase	480/60/3

Project Notes:

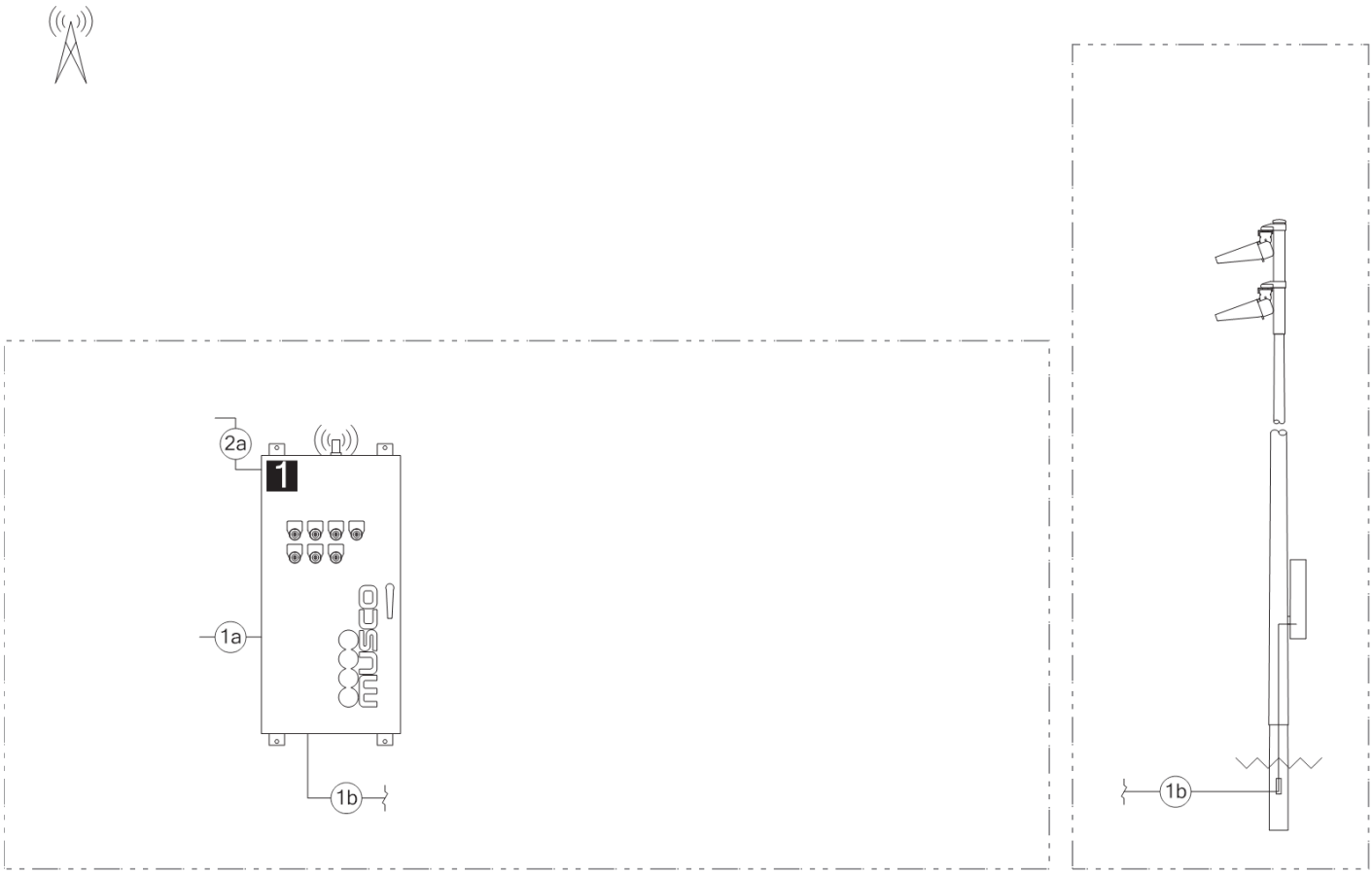
Equipment Listing

Description	Qty	Size (in)
Control and monitoring cabinet - primary	1	24 X 48
Contactors, 30 amperes	4	-
Off/On/Auto switches	1	-

Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
6. Avoid use of in-ground junction/pull boxes when possible. If used, the following best practices must be followed:
   • Underground handholes (pull boxes) must be supported to prevent settling. Boxes buried directly in soil, without support, are not allowed.
   • Use polymer concrete lids marked with ELECTRIC for underground handholes. Steel lids are not allowed.
   • Avoid underground connections when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
8. Test wire per ANSI/NETA ATS-2021. Wires with insulation resistance less than 100 MOhms, in water-filled conduit, must be replaced.
9. Refer to Installation Instructions for more details on equipment information and the installation requirements.

Equipment Layout and Connection Details



Connection Details	
ID	**Description**
1a	Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
1b	Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
2a	Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.

Equipment	
ID	**Description**
1	Control and monitoring cabinet - primary

System Requirements: Control System Summary

Project Name: Trimmier Park Football | Project #: 156970
Control System ID: 1 of 1
Distribution Panel Location/ID: Trimmier Park

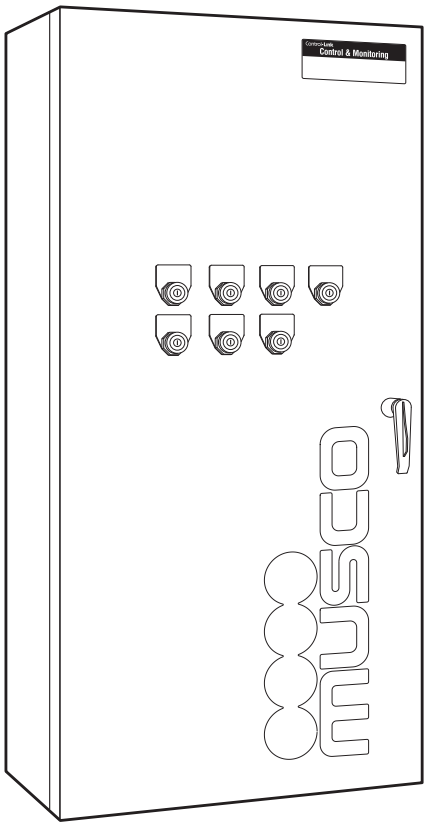
Circuit Summary

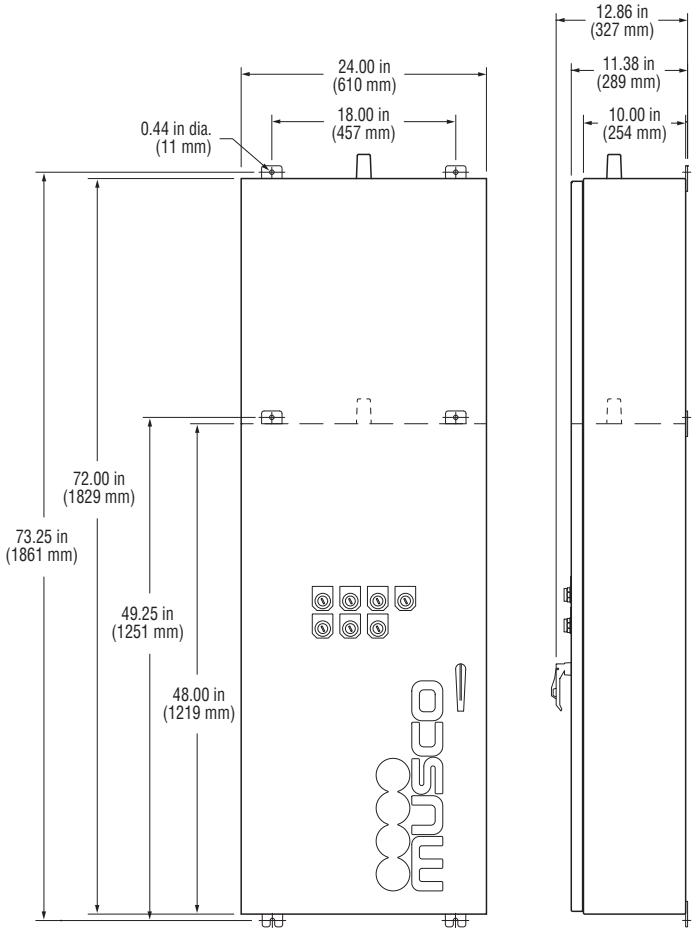
Zone Schedule		Switch Location
Field/Zone Description	Zone	
Football	1	Cabinet 1

Control Module ID: 1

Lighting Circuit Voltage: 480/60/3

Circuit Summary by Switch							
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Football	F1	8	15.09	30	1	C1
	Football	F2	8	15.09	30	1	C2
	Football	F3	8	15.09	30	1	C3
	Football	F4	8	15.09	30	1	C4





Overview

Control-Link® control and monitoring system provides flexible remote on/off control, monitoring, and management of your lighting system.

Features

Control

- Lighting system and auxiliary equipment
- Customized on/off control via phone, website, smartphone application, email, or fax up to 10 years in advance
- Multi-level user security settings
- Key-activated on/off/auto switches allow manual or automated control
- Seven controllable lighting zones

Monitoring

- Detects lamp outages and other issues that affect light quality

Management and Support

- Control-Link Central™ service center provides support 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Luminaire outage notification within the next business day
- Customized usage reports through website

Technical Specifications

Ratings

UL 508A Listed E204954

FCC Part 15 ..... Class A compliant

Operating temperature ..... -4 ˚F to 140 ˚F (-20 ˚C to 60 ˚C)

Weight for 72 inch (1829 mm) cabinet ..... 180 lb (82 kg)

Weight for 48 inch (1219 mm) cabinet ..... 140 lb (64 kg)

Short Circuit Current Rating (SCCR)

with 30 A contactors* ..... 18 kA

with 60 or 100 A contactors* ..... 25 kA

*Minimum circuit breaker interrupt rating must be greater than or equal to SCCR rating listed above.

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Technical Specifications

Construction

- NEMA type 4 cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable, 3-point latch
- Supports lighting system voltage up to 480 V
- Requires 120 V phase-to-neutral control voltage
- Protective cover isolates high voltage

Internal Details

- Factory wired, programmed, and tested
- Internally fused
- Control power terminal blocks provided
- One control circuit operates entire cabinet
- Plug-in wire harnesses provided to connect multiple cabinets

Control Module

Receives and stores schedules from Control-Link Central™ service center, operates your equipment, and verifies schedules were carried out.

- Stores and executes schedules for up to 7 days
- Reboots automatically and executes current schedule when power is restored, in case of power interruption

Monitoring Modules

Monitors Musco lighting system and reports issues to keep facilities operating and to help plan routine maintenance. Alerts Control-Link Central service center to schedule appropriate action or maintenance.

Communication Module

Integrated communication system providing two-way reliable, high speed communication to Control-Link Central service center with no additional monthly charges during warranty period.

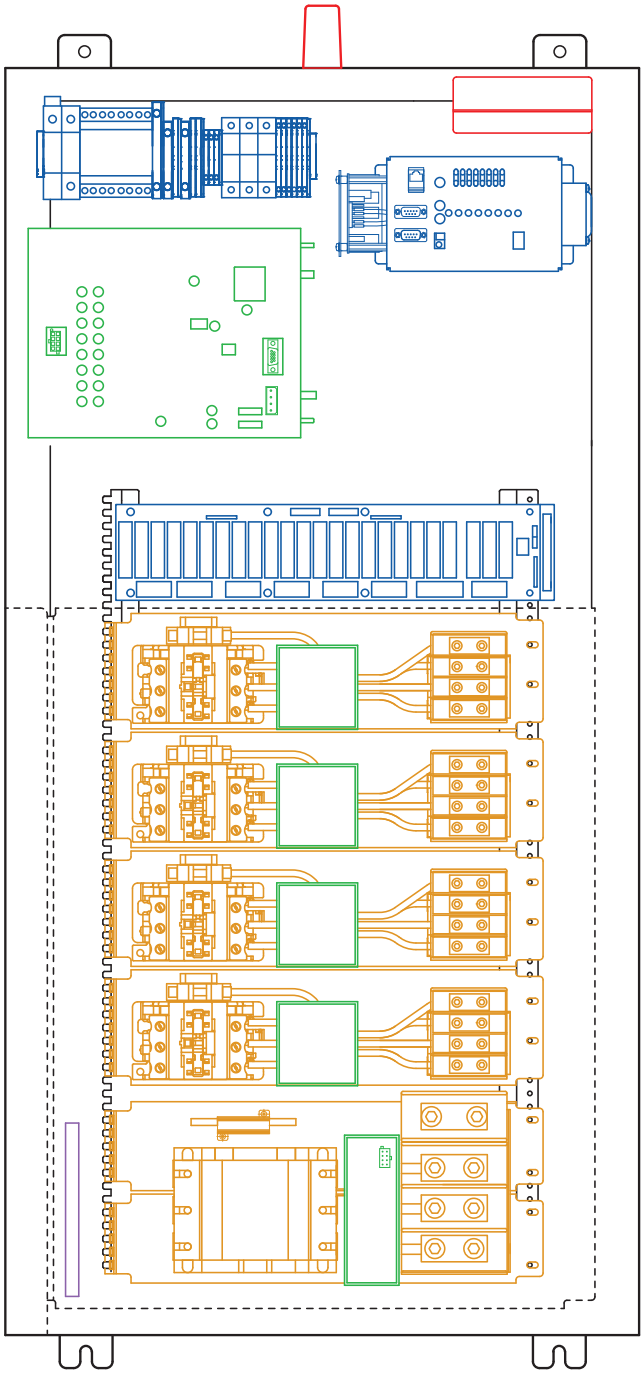
Contactor Modules

Switches equipment based on control module schedules.

- Tested and UL-listed for continuous operation at 100% of rated current
- Contactors rated for 30, 60, or 100 A

Ground Bar

Provides integral ground bar for lighting equipment grounding.



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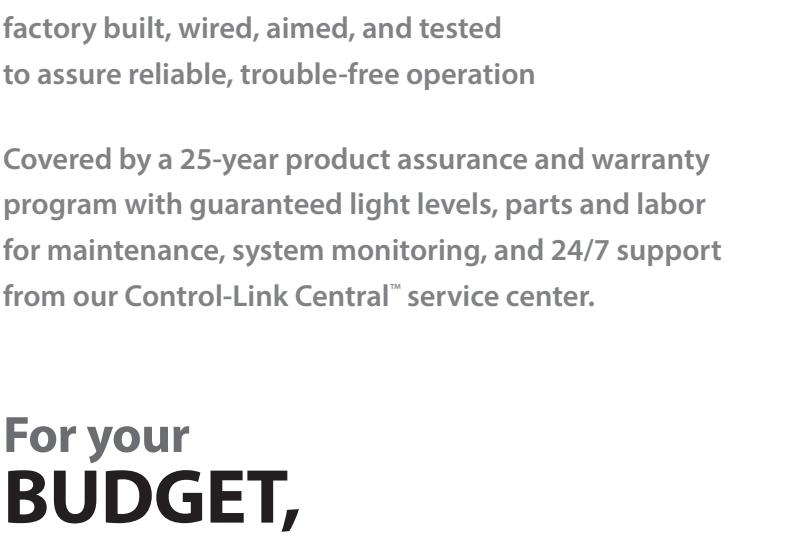
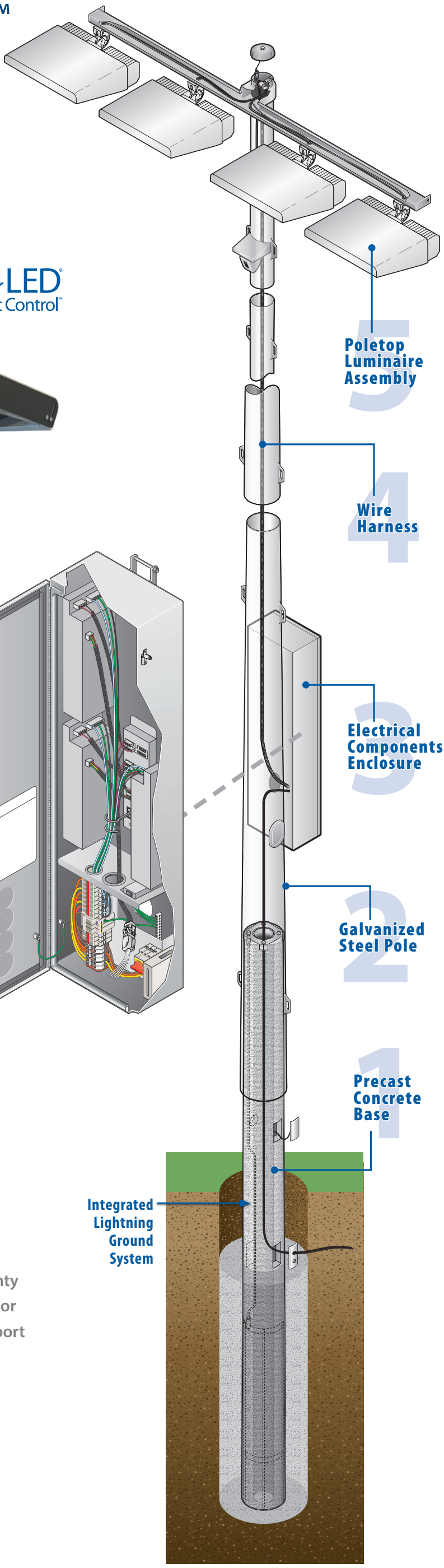
Light·Structure System™

5 Easy Pieces™

Complete System from Foundation to Poletop



TLC for LED®
Total Light Control™





All components designed to work together . . .
factory built, wired, aimed, and tested
to assure reliable, trouble-free operation

Covered by a 25-year product assurance and warranty program with guaranteed light levels, parts and labor for maintenance, system monitoring, and 24/7 support from our Control-Link Central™ service center.

For your
BUDGET,
for the
ENVIRONMENT.

www.musco.com
lighting@musco.com

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Addendum No. 1

To: Pre-Quote Meeting Attendees and Registered Plan holders

From: Chuck Babin, Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: Trimmier Park – Football Stadium Lighting
Project #PR-068-24

Date: May 26, 2026

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated May 20, 2026. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Clarifications:

Item 1. The Pre-Quote Meeting Agenda ***with Modifications*** and Pre-Quote Meeting Acknowledgment Roster, dated May 26, 2026, are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Item 2. The cover of the Project Manual has been updated to list the Bid due date as June 3, 2026.

Item 3. The duplicate version of AIA document A701 is to be removed. Section 3.3.2.1 Substitution Process has been edited to require substitutions to be tuned in within seven days (7) prior to Bid date. Additional typos have been edited in Sections 3.1.1, 3.3.3, and 4.3.1.

Item 4. The order of precedence has been clarified in AIA document A101, Article 1 Contract Documents.

Item 5. The Musco plans cover has a clarification added stating that the plans that Manufacturer literature, calculations, control system summaries, and reference documents are provided

solely for informational purposes and shall not constitute Contract Documents unless expressly incorporated by written amendment.

Item 6. The Contractor is to disconnect, remove, and demolish the existing Football Field Scoreboard down to the concrete base. The existing associated underground conduit is to be cut 24" below finished grade minimum. Existing conductors to be completely removed.

Item 7. The Contractor is to ensure all fees associated with Alabama Power Company work are included in the bid.

Forms and Specifications: N/A

Drawings:

Item 1. Replace drawing sheet titled T101 Title Sheet and dated 05.20.26 with the one attached by the same title dated 05.26.26.

RFI's: N/A

ATTACHMENTS

1. Pre-Bid Meeting Agenda ***with Modifications***
2. Pre-Bid Meeting Attendance Roster
3. Cover Sheet for Project Manual ***with Modifications***
4. AIA Document A701 ***with Modifications***
5. AIA Document A101 ***with Modifications***
6. Musco Plans cover sheet ***with Modifications***
7. T101 TITLE SHEET, Addendum #1

END OF ADDENDUM NO. 1

Trimmier Park
Football Field Lighting
PR-068-24

PRE-BID CONFERENCE

9:00 am May 26, 2026,
3600 Alba Club Drive, Mobile, Alabama 36605

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Architect & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the bidder's list A. pre-bid qualifications & construction quality requirement form is also required to be include with the bid.

4. Discussion of Scope of Work.
    a. The project consists of the installation of upgraded electrical services with new football field lighting and a new scoreboard.
    b. There is a $20,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
    e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
    f. Contractor shall have access to the site seven days a week, 7:00 am until 7:00 pm unless approved differently by Project Manager.
    g. Contractor shall keep an exceptionally clean site. The park will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and City of Mobile staff.
    h. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
    i. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.
    j. Contractor shall protect all non-paved surfaces from damage. Use of equipment pads is highly recommended. Any damage done to grassed areas shall be re-sodded by the contractor in like or better kind prior to substantial completion.

k. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
l. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
m. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Christina Marie at Christy@jagcon.org.
n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to the consultant at Christy@jagcon.org.
o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Christina Marie at Christy@jagcon.org.
p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
q. The City of Mobile will provide utility line locations within the work area of the park. Contractor shall still be responsible for contacting line locators for verification.

5. Special Instructions or conditions.

a. Equal Opportunity:
    i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
    iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
    v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of

Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
    a. Sealed Bids will be received and clocked in until 2:00 PM local time, Wednesday, the 3rd day of June 2026.
        i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person shall insert sealed Bids into a receptacle, marked “City of Mobile Bids”, located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
    b. All Bids not clocked in by the City Clerk’s Office prior to the 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.
    d. <u>This is a tax-exempt project.</u> As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a “Certificate of Exemption from Sales and Use Tax for Governmental Entities” on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

7. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
    e. Builder's Risk Insurance:
        i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
        ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.
    a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
    b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published three times in a local newspaper of general circulation.
    c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
    a. Chuck Babin: 251-489-4888 (Architectural Engineering Department Project Manager)
    b. Elizabeth Miller: 251-406-2678 (Architectural Engineering Department Project Manager)

10. Addendum

    a. Bid date has been updated on the cover page of the project manual.
    b. MUSCO Lighting Drawings are for Reference only and do not supersede the stamped engineered drawings.

11. Walk of Site

12. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Mandatory Pre-Bid	Trimmier Park Lights Upgrades	3600 Alba Club Drive, Mobile, AL 36605	Tuesday, May 26, 2026

FD-034-25

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Chuck Babin	City of Mobile	251-208-6035			chuck.babin@cityofmobile.gov
Elizabeth Miller	City of Mobile	251-208-7627			elizabeth.miller@cityofmobile.gov
Christina Marie CM	Jaguar Consulting			251-455-9189	christy@jagcon.org
Tommy McNicoll TM	Jaguar Consulting			251-586-7443	tommy@jagcon.org
✓ James Russell	Barter Enginering	251-391-0815		251-391-0815	✓ jrussell@barterse.com
Tim Forgey	Bill Smith Electric	2513495724			TimC billsmithelectric.com

PROJECT MANUAL

FOR

Trimmier Park
Lights Upgrades

3600 Alba Club Road
Mobile, Alabama 36605

Project #PR-068-24

May 20, 2026
ADDENDUM #1, DATED MAY 26, 2026

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: ~~May 26~~ *June 3*, 2026

SECTION 00200

INSTRUCTIONS TO BIDDERS

ADDENDUM #1, DATED MAY 26, 2026

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.

(DUPLICATE A701 WAS OMITTED FROM MANUAL)

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

CIP Trimmier Park Lights Upgrade
3600 Alba Club Road
Mobile, AL 36605
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

THE OWNER:
(Name, legal status, address, and other information)

City of Mobile
Real Estate Asset Management Department
P. O. Box 1827
Mobile, AL 36633-1827

THEDESIGN CONSULTANT:
(Name, legal status, address, and other information)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695
251-307-1037

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.**§ 2.5** Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and

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warranty requirement for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
Bid (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

from the City of Mobile Real Estate Asset Management Department as listed in the Invitation to Bid.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Via email to Design Consultant and City of Mobile Project Manager, at chuck.babin@cityofmobile.gov

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications

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(such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents via email, and City of Mobile Bid Website.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00400. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.
Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

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

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

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on an Alabama bank or a Bid Bond. Bid Security is required for bids exceeding $50,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Submission of Bid shall be as stated in Section 00 11 16, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

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

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

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

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§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- **.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- **.4** The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- **.5** Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- **.6** Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect,

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after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within seven (7) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 8.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of

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Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.Contract Documents as set forth in the attached sample contract.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

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

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

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

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

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

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board

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for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the
type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue prior to bidding and all bidders shall have a
certificate of authorization to do business in Alabama from the Secretary of the State of Alabama. The registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractor's License is required and must be current at the time of bidding. Contractor must
qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractor's License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by
writing or calling:

BUILD Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration
Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, orated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION

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Additions and Deletions Report for
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Changes to original AIA text

PAGE 1

~~**THE ARCHITECT**~~**THEDESIGN CONSULTANT:**

PAGE 2

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.**§ 2.5** Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirement for the Project have been fulfilled.

PAGE 3

Bid (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ~~seven~~five (5) days prior to the date for receipt of Bids.

PAGE 4

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents via email, and City of Mobile Bid Website.

§ 4.1.1 ~~Bids~~1Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00400. Additional Bid Forms will be furnished to prospective Bidders upon request.

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Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

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

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§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. ~~In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. ~~However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginningdays after the opening of Bids, withdraw its Bid and request the return of its bid security~~

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

PAGE 6

~~**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:~~
~~*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*~~
~~**ARTICLE 5 CONSIDERATION OF BIDS**~~

ARTICLE 5 CONSIDERATION OF BIDS

ARTICLE 5 CONSIDERATION OF BIDS

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~~**§ 6.2 Owner's Financial Capability**~~

~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

PAGE 7

§ 6.3.5 The Contractor shall, within seven (7) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;

.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;

.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;

.4 Schedule of Values; and

.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

§ 7.2.1 ~~The~~The Bidder shall deliver the required bonds to the Owner not later than ~~three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1~~ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 ~~Unless otherwise provided, the~~The bonds shall be written on ~~AIA Document A312,~~City's Performance Bond and Labor and Material Payment Bond forms.

PAGE 8

ARTICLE 8 ~~ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

§ 8.1 ~~Copies of the proposed Contract Documents have been made available to the Bidder and consist of the~~

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~~following documents:~~AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.Contract Documents as set forth in the attached sample contract.

~~.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~
~~.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~
~~.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~
~~.4 Building Information Modeling Exhibit, if completed:~~
~~.5 Drawings~~
~~.6 Specifications~~
~~.7 Addenda:~~
~~.8 Other Exhibits:~~
~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~
~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017.)*~~
~~[ ] The Sustainability Plan:~~
~~[ ] Supplementary and other Conditions of the Contract:~~
~~.9 Other documents listed below:~~
~~*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*~~

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not

limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the

City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all

subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work

performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use

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§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States.

If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

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§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by

the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board

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qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractor's License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by

writing or calling:

BUILD Mobile	Revenue Department
P. O. Box 1827	P. O. Box 1827
Mobile, Alabama 36633-1827	Mobile, Alabama 36633-1827
Phone: 251.208.7421	251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration

Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See

Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, orated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a

person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION

Variable Information

PAGE 1

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CIP Trimmier Park Lights Upgrade

3600 Alba Club Road
Mobile, AL 36605

F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

City of Mobile

Real Estate Asset Management Department
P. O. Box 1827
Mobile, AL 36633-1827

Jaguar Consulting, LLC

8658 Capital Drive North
Mobile, AL 36695

251-307-1037

PAGE 3

from the City of Mobile Real Estate Asset Management Department as listed in the Invitation to Bid.

Via email to Design Consultant and City of Mobile Project Manager, at chuck.babin@cityofmobile.gov

PAGE 5

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on an Alabama bank or a Bid Bond. Bid Security is required for bids exceeding $50,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

Submission of Bid shall be as stated in Section 00 11 16, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

PAGE 7

A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

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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 15:53:02 CDT on 05/21/2026 under Order No. 20240042832 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the date last signed.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
Real Estate Asset Management Department
P. O. Box 1827
Mobile, AL 36633-1827

and the Contractor:
(Name, legal status, address and other information)

_____
_____
_____

for the following Project:
(Name, location and detailed description)

CIP Trimmier Park Lights Upgrade
PR-068-24
3600 Alba Club Road
Mobile, AL 36605
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

The Design Consultant:
(Name, legal status, address and other information)

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695
(251)307-1037

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

DRAFT

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. In the event of conflict in the documents the following order of precedence shall control: this executed A101 Agreement and any amendments, change orders, supplementary conditions, general conditions, specifications, drawings, manufacturer reference documents. Technical reference materials do not supersede contract requirements. Modifications made by the Owner control over standard AIA language. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

§ 3.1.1 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: August 31, 2026

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $0.00

Envelope Adjustment: $ 0.00

Contingency Allowances: $20,000.00

Alternates 1,2,3, and 5: $0.00

Total Contract Sum: $0.00

§ 4.2 Alternates

§4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price

§ 4.3 Contingency Allowance

§4.3.1 Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

§4.3.2 Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

§4.3.3 All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work

§4.3.4 Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

§4.3.5 Allowances are subject to the same provision of AIA 201 §7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (Price per Unit ($0.00).00)

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§ 4.5 Liquidated damages

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 that remains uncompleted or any required closeout documents that are not acceptably submitted for more than thirty (30) days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Design Consultant by the Contractor and Certificates for Payment issued by the Design Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Design Consultant not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Design Consultant after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Design Consultant receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Consultant may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Design Consultant determines, in the Design Consultant 's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Design Consultant has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Design Consultant may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage: N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and a Certificate of Substantial Completion has been issued by the Design Consultant /Owner and the project accepted.

§ 5.2.2 The final two- and one-half percent (2.5%) of the total Contract Sum retained by the Owner for final payment to the Contractor of retainage will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following to show that these requirements have been met:

.1 Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents)
- **.1.1** Contractor's Release or Waiver of Liens
- **.1.2** Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;

.2 Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
.3 Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
.4 Any additional close out requirements per the contract documents; and
.5 Notarized Affidavit of Notice of Completion advertisement from publisher.

§ 5.3 Publication of Completion

§ 5.3.1 Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Ala. Code 1975 § 39-1-1 (f).

.1 The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CIP Trimmier Park Lights Upgrade, located at 3600 Alba Club Road Mobile, AL 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Real Estate Asset Managment Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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§ 5.3.2 Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

§ 5.3.2 Final settlement shall not be paid until 30 days after the completion of the notice of publication Ala. Code 1975 § 39-1-1 (f) (3).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker The Design Consultant will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 6.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEIOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

Director, Real Estate and Asset Management
P.O. Box 1827
Mobile, AL 36633-1827

§ 8.3 The Contractor's representative:

_____
_____
_____

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 Liability of Contractor: 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

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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).

§ 8.5.1. This section of the Agreement will survive the expiration or termination of the Agreement.

§ 8.5.2 Contractors Insurance

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, and "in rem" endorsements if applicable.

.2 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

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence; or
Bodily Injury and Property Damage	$1,000,000 combined single limit

.4 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)

.5 Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property damage	$1,000,000 each occurrence; or,
Bodily Injury and Property damage	$1,000,000 combined single limit

.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 Builder's Risk Coverage (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

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equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's/Engineer's and Contractor's services and expenses required as a result of such insured loss.

.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

.4 This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

.5 A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.11 Contractor shall procure and maintain insurance as specified above:

.1 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.

.2 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.

.3 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.

.4 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.

.5 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

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Contractor with reasonable promptness.

.12 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.

.13 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Design Consultant/ Engineer and the Design Consultant's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.3 Bonds The Contractor shall provide bonds as set forth below:

.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

.3 The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

.1 Bond shall be submitted with the executed agreement on provided form(s).
.2 Power of Attorney is required for both bonds.
.3 A Surety authorized to do business in the State of Alabama shall furnish both bonds.
.4 A Surety licensed to do business in the State of Alabama must execute the bonds.
.5 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
.6 The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.7 Warranties
Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Drawings- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

.4 Specifications- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit A: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit B: Certificate of Liability Insurance
Exhibit C: Performance, Labor and Material Bonds
Exhibit D: E-Verify Documents
Exhibit E: Secretary of State
Exhibit F: Bidding And Contract Requirement Documents

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

§ 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout. The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of

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this Agreement, and may delay processing of project documentation.

This Agreement entered into as of the day and year of last execution:

CONTRACTOR:

_____
NAME, TITLE

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ __ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this _____ day of _____, 2026.

_____
NOTARY PUBLIC
My Commission Expires: _____

DRAFT

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CITY OF MOBILE
By:_____
Spiro N. Cheriogotis, Mayor
Date:_____
ATTEST:

_____
City Clerk

DRAFT

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MUSCO LIGHTING PROJECT
RELATED DOCUMENTS
ADDENDUM #1, DATED MAY 26, 2026
(For reference only. *Manufacturer literature, calculations, control system summaries, and reference documents are provided solely for informational purposes and shall not constitute Contract Documents unless expressly incorporated by written amendment*)

CITY OF MOBILE - TRIMMIER PARK
LIGHT UPGRADES - PR#068-26

FOR

the City of
Mobile, Alabama

BY

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

INDEX OF DRAWINGS

DRAWING #	DRAWING DESCRIPTION:
T101	TITLE SHEET
E101	ELECTRICAL LEGEND & ABBREVIATIONS & SPECIFICATIONS
E201	ELECTRICAL OVERALL SITE PLAN
E301	ELECTRICAL ONE LINE DIAGRAM & LIGHTING CONTROL WIRING DIAGRAM
E401	ELECTRICAL SCHEDULES & ELEVATIONS
S-1	STRUCTURAL SCOREBOARD ELEVATIONS
S-2	STRUCTURAL SCOREBOARD FOUNDATION DETAILS

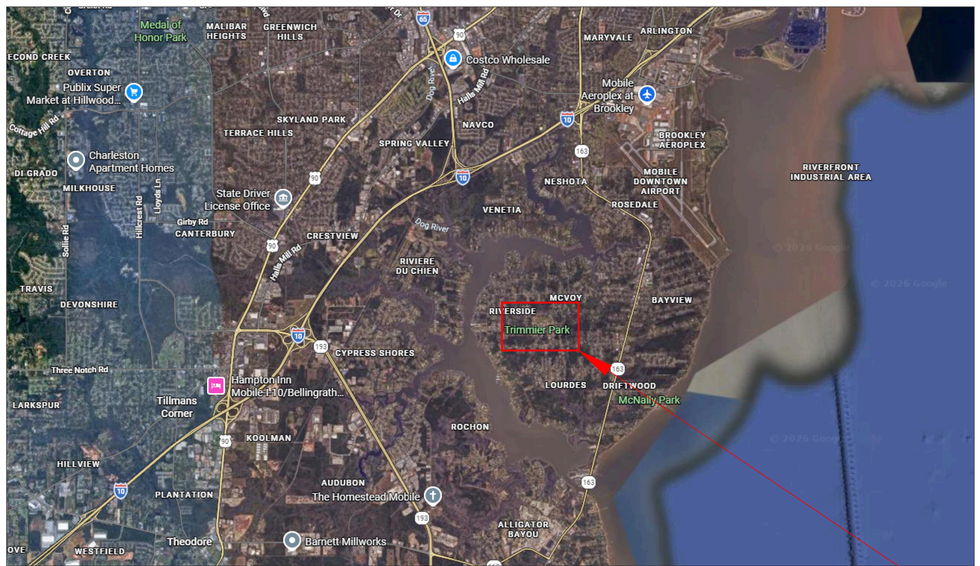
SUMMARY OF WORK

BY CONTRACTOR:

- INSTALLATION OF A NEW ELECTRICAL SERVICE PEDESTAL, ELECTRICAL EQUIPMENT, CONDUIT, WIRING, ETC.
- UPGRADE THE EXISTING TRIMMIER PARK FOOTBALL FIELD LIGHTING TO A NEW MUSCO LIGHTING SYSTEM.
- THE DISCONNECTION AND DEMOLITION OF THE EXISTING SCOREBOARD AND THE INSTALLATION OF A NEW OWNER-PROVIDED NEVCO SCOREBOARD.

THE ELECTRICAL CONTRACTOR IS TO PROVIDE ALL NECESSARY EQUIPMENT, RACEWAYS, ETC., FOR A COMPLETE SYSTEM, UNLESS OTHERWISE NOTED. COORDINATE WITH THE CITY OF MOBILE MATERIAL LAY-DOWN AREAS.

BY OWNER:
ALL NEW MUSCO LIGHTING EQUIPMENT, FIXTURES, POLES, ETC., AND THE NEW SCOREBOARD ARE TO BE PROVIDED BY THE OWNER AND INSTALLED BY THE ELECTRICAL CONTRACTOR.



N

1 OVERALL SITE VICINITY MAP

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

05/20/2026

NUMBER REVISION	REVISION DESCRIPTION
1	ADDENDUM #1 - 5/26/2026

CITY OF MOBILE - TRIMMIER PARK
LIGHT UPGRADES - PR#068-26
MOBILE, ALABAMA

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 05-20-2026

SHEET TITLE: TITLE SHEET

SHEET: T101

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
Matthew Anderson, Dir Of Public Services

Sponsored by:

Purpose and Scope of Project:
2026 Public Services Storm Drainage Repair & Maintenance.

Amount of Contract:
$1,432,149.36

Funding Source
10042096.42070 Contract Labor

ATTACHMENTS:
1. PROJECT #2026-2070-01SW Addendum 1 Item III Proposal (completed)
2. PROJECT #2026-2070-01SW Attachment A Task Order Form
3. PROJECT #2026-2070-01SW Attachment B Change Order Form
4. PROJECT #2026-2070-01SW Attachment C Subcontracting Plan and DBE Utilization Report
5. PROJECT #2026-2070-01SW Attachment D Project Closeout Requirements & Affidavits
6. PROJECT #2026-2070-01SW Attachment E Contractors Insurance Certifications
7. PROJECT #2026-2070-01SW Attachment F E-Verify Affidavit, Registration and SoS Record
8. PROJECT #2026-2070-01SW Attachment G Tax Exemption
9. PROJECT #2026-2070-01SW Item I Invitation to Bid
10. PROJECT #2026-2070-01SW Item II Instructions to Bidders
11. PROJECT #2026-2070-01SW Item III Proposal
12. PROJECT #2026-2070-01SW Item IV Bid Bond
13. PROJECT #2026-2070-01SW Item IX Articles of Agreement
14. PROJECT #2026-2070-01SW Item V Labor and Materials Bond (blank)
15. PROJECT #2026-2070-01SW Item V Labor and Materials Bond (completed)
16. PROJECT #2026-2070-01SW Item VI Performance Bond (blank
17. PROJECT #2026-2070-01SW Item VI Performance Bond (completed)

18. PROJECT #2026-2070-01SW Item VII Insurance
19. PROJECT #2026-2070-01SW Item VIII Special Provisions
20. PROJECT #2026-2070-01SW Item X Supplemental Specifications
21. PROJECT #2026-2070-01SW State of Alabama General Contractor License
22. Resolution for Chris Brewer 2026 Storm Drainage and Maintenance

REVIEWERS:
Lana Pafenbach
Lana Pafenbach



2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

PROJECT NO. 2026-2070-01SW

BID DATE – JUNE 10, 2026

* Macros must be enabled

06/08/26

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
BASE BID						
201A 000	CLEARING AND GRUBBING	5	AC	One Thousand Two Hundred Dollars and No Cents	$1,200.00	$6,000.00
206C 000	REMOVING CONCRETE SIDEWALK (INCLUDING SAW CUTTING) (ALL THICKNESSES)	40	SY	Fifteen Dollars and No Cents	$15.00	$600.00
206C 010	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING) (ALL THICKNESSES)	55	SY	Fifteen Dollars and No Cents	$15.00	$825.00
206C 020	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING) (ALL THICKNESSES)	45	SY	Fifteen Dollars and No Cents	$15.00	$675.00
206D 003	REMOVING CONCRETE GUTTER AND/OR CURB (ALL TYPES) (INCLUDING SAW CUTTING) (ALL THICKNESSES)	100	LF	Ten Dollars and No Cents	$10.00	$1,000.00
206D 005	REMOVING PIPE 24" OR LESS DIAMETER	100	LF	Twenty Five Dollars and No Cents	$25.00	$2,500.00
206D 006	REMOVING PIPE 27" -36" DIAMETER	100	LF	Twenty Nine Dollars and No Cents	$29.00	$2,900.00
206D 007	REMOVING PIPE 42" -48" DIAMETER	50	LF	Thirty Five Dollars and No Cents	$35.00	$1,750.00
206D 008	REMOVING PIPE 54" -60" DIAMETER	50	LF	Forty Dollars and No Cents	$40.00	$2,000.00
206E 000	REMOVING INLETS, PARTIAL TOP AND THROAT	10	EA	Seven Hundred Fifty Dollars and No Cents	$750.00	$7,500.00
206E 061	REMOVING TREE (8 - 18 INCH)	5	EA	Three Hundred Fifty Dollars and No Cents	$350.00	$1,750.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206E 062	REMOVING TREE (19 - 36 INCH)	3	EA	Four Hundred Fifty Dollars and No Cents	$450.00	$1,350.00
206E 063	REMOVING TREE (37 INCH OR LARGER)	3	EA	Seven Hundred Fifty Dollars and No Cents	$750.00	$2,250.00
210A 000	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	70	CY	Twenty Five Dollars and No Cents	$25.00	$1,750.00
210D 000	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	70	CY	Twenty Five Dollars and No Cents	$25.00	$1,750.00
214A 000	STRUCTURE EXCATION (0' TO 6' DEPTH)	30	CY	Twenty Dollars and No Cents	$20.00	$600.00
260A 000	FLOWABLE FILL	70	CY	Two Hundred Dollars and No Cents	$200.00	$14,000.00
301A 000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	200	TON	Forty Dollars and No Cents	$40.00	$8,000.00
305B 000	57 STONE	150	TON	Eighty Eight Dollars and No Cents	$88.00	$13,200.00
424A 002	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	100	TON	Two Hundred Dollars and No Cents	$200.00	$20,000.00
533A 001	15" STORM SEWER (CLASS 3 R.C.)	100	LF	Fifty Dollars and No Cents	$50.00	$5,000.00
533A 002	18" STORM SEWER (CLASS 3 R.C.)	100	LF	Fifty One Dollars and Eighty One Cents	$51.81	$5,181.00
533A 003	24" STORM SEWER (CLASS 3 R.C.)	100	LF	Seventy Six Dollars and Thirty Four Cents	$76.34	$7,634.00

* Macros must be enabled

06/08/26

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
533A 004	30" STORM SEWER (CLASS 3 R.C.)	100	LF	One Hundred Ten Dollars and Fifty Five Cents	$110.55	$11,055.00
533A 005	36" STORM SEWER (CLASS 3 R.C.)	100	LF	One Hundred Forty Four Dollars and Ninety Eight Cents	$144.98	$14,498.00
533A 006	42" STORM SEWER (CLASS 3 R.C.)	80	LF	One Hundred Eighty Seven Dollars and Eighty Eight Cents	$187.88	$15,030.40
533A 007	48" STORM SEWER (CLASS 3 R.C.)	80	LF	Two Hundred Forty Two Dollars and Sixty Six Cents	$242.66	$19,412.80
533A 008	54" STORM SEWER (CLASS 3 R.C.)	48	LF	Three Hundred Thirty Five Dollars and Seventy Four Cents	$335.74	$16,115.52
533A 009	60" STORM SEWER (CLASS 3 R.C.)	40	LF	Four Hundred Three Dollars and Eight Cents	$403.08	$16,123.20
539A 001	PIPELINE CLEANING - 12"-24"	1000	LF	Six Dollars and Ninety Cents	$6.90	$6,900.00
539A 002	PIPELINE CLEANING - 27"-36"	1000	LF	Nine Dollars and Twenty Cents	$9.20	$9,200.00
539A 003	PIPELINE CLEANING - 42"-48"	500	LF	Sixteen Dollars and Fifty Cents	$16.50	$8,250.00
539A 010	PIPELINE VIDEOING - 12"-24"	1000	LF	Two Dollars and Thirty Cents	$2.30	$2,300.00
539A 020	PIPELINE VIDEOING - 27"-36"	1000	LF	Three Dollars and Forty Five Cents	$3.45	$3,450.00
539A 030	PIPELINE VIDEOING - 42"-48"	500	LF	Six Dollars and Ninety Cents	$6.90	$3,450.00

ADDENDUM NO.1

Project No. 2026-2070-01SW

2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
539A 040	PIPELINE VIDEOING - 54"-60"	125	LF	Eleven Dollars and Fifty Cents	$11.50	$1,437.50
600A 000	MOBILIZATION	7	EA	Twelve Thousand Five Hundred Dollars and No Cents	$12,500.00	$87,500.00
610A 000	LOOSE RIP RAP, CLASS 1	10	TON	One Hundred Seventy Five Dollars and No Cents	$175.00	$1,750.00
610A 001	LOOSE RIP RAP, CLASS 2	10	TON	One Hundred Seventy Five Dollars and No Cents	$175.00	$1,750.00
610A 002	LOOSE RIP RAP, CLASS 3	10	TON	One Hundred Seventy Five Dollars and No Cents	$175.00	$1,750.00
610D 000	FILTER BLANKET, GEOTEXTILE FILTER FABRIC (WOVEN TYPE)	100	SY	Ten Dollars and No Cents	$10.00	$1,000.00
618A 000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	150	SY	Eighty Eight Dollars and No Cents	$88.00	$13,200.00
618A 001	CONCRETE SIDEWALK, 6" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	25	SY	Ninety Nine Dollars and No Cents	$99.00	$2,475.00
618A 002	PEA GRAVEL BEDDING, 4" THICK	25	SY	Twenty Five Dollars and No Cents	$25.00	$625.00
618A 003	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB ONE SIDE, 4" TO 6" CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	25	SY	One Hundred Dollars and No Cents	$100.00	$2,500.00
618A 004	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB BOTH SIDES, 4" TO 6" CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	25	SY	One Hundred Ten Dollars and No Cents	$110.00	$2,750.00
618A 005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	50	SY	Ninety Five Dollars and No Cents	$95.00	$4,750.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618B 000	CONCRETE DRIVEWAY (MATCH EXISTING)-INCLUDING REINFORCEMENT& SAW CUTTING	55	SY	One Hundred Dollars and No Cents	$100.00	$5,500.00
618D 001	HANDICAP RAMP (ALL TYPES) (INCL. EXCAVATION)	10	EA	One Thousand Two Hundred Dollars and No Cents	$1,200.00	$12,000.00
618E 001	TRUNCATED DOME INSERT, NEW CONSTRUCTION	10	EA	Two Hundred Fifty Dollars and No Cents	$250.00	$2,500.00
618E 002	MODIFIED TRUNCATED DOME INSERT, NEW CONSTRUCTION	5	EA	Two Hundred Fifty Dollars and No Cents	$250.00	$1,250.00
620A 000	MINOR STRUCTURE CONCRETE	40	CY	Five Hundred Dollars and No Cents	$500.00	$20,000.00
621A 000	JUNCTION BOX, PARTIAL (TOP)	10	EA	One Thousand Eight Hundred Dollars and No Cents	$1,800.00	$18,000.00
621C 001	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	15	EA	Two Thousand Two Hundred Dollars and No Cents	$2,200.00	$33,000.00
621C 002	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	15	EA	Two Thousand Dollars and No Cents	$2,000.00	$30,000.00
621C 003	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	10	EA	One Thousand Eight Hundred Dollars and No Cents	$1,800.00	$18,000.00
622A 000	MANHOLE COVER / FRAME RESET	10	EA	Five Hundred Dollars and No Cents	$500.00	$5,000.00
623A 000	CONCRETE GUTTER (ALL TYPES) (INCLUDING SAW CUTTING)	70	LF	Thirty Nine Dollars and No Cents	$39.00	$2,730.00
623B 000	CONCRETE CURB (ALL TYPES) (INCLUDING SAW CUTTING)	70	LF	Thirty Nine Dollars and No Cents	$39.00	$2,730.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
623C 000	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	100	LF	Thirty Nine Dollars and No Cents	$39.00	$3,900.00
645U 505	12 INCH CURED IN PLACE LINER	300	LF	Eighty Two Dollars and Fifty Cents	$82.50	$24,750.00
645U 510	15 INCH CURED IN PLACE LINER	300	LF	One Hundred Twenty Six Dollars and Fifty Cents	$126.50	$37,950.00
645U 512	18 INCH CURED IN PLACE LINER	350	LF	One Hundred Fifty Four Dollars and No Cents	$154.00	$53,900.00
645U 515	24 -27 INCH CURED IN PLACE LINER	400	LF	Two Hundred Fifty Eight Dollars and Fifty Cents	$258.50	$103,400.00
645U 520	30 INCH CURED IN PLACE LINER	300	LF	Three Hundred Two Dollars and Fifty Cents	$302.50	$90,750.00
645U 525	36 INCH CURED IN PLACE LINER	400	LF	Three Hundred Thirty Five Dollars and Fifty Cents	$335.50	$134,200.00
645U 530	42 INCH CURED IN PLACE LINER	200	LF	Three Hundred Ninety Dollars and Fifty Cents	$390.50	$78,100.00
645U 535	48 INCH CURED IN PLACE LINER	150	LF	Five Hundred Twenty Two Dollars and Fifty Cents	$522.50	$78,375.00
645U 540	54 INCH CURED IN PLACE LINER	100	LF	Five Hundred Ninety Three Dollars and Eighty Eight Cents	$593.88	$59,388.00
645U 545	60 INCH CURED IN PLACE LINER	50	LF	Six Hundred Ninety Six Dollars and Ninety Five Cents	$696.95	$34,847.50
650A 000	TOPSOIL	50	CY	Thirty Dollars and No Cents	$30.00	$1,500.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
654A 000	SOLID SODDING (MATCH EXISTING)	200	SY	Ten Dollars and No Cents	$10.00	$2,000.00
690A 000	DEWATERING	15	DAY	One Hundred Dollars and No Cents	$100.00	$1,500.00
665A 000	TEMPORARY SEEDING	4	AC	Five Hundred Dollars and No Cents	$500.00	$2,000.00
665B 000	TEMPORARY MULCHING	4	TON	Five Hundred Dollars and No Cents	$500.00	$2,000.00
665E 000	POLYETHYLENE	500	SY	Four Dollars and No Cents	$4.00	$2,000.00
665G 000	SAND BAGS	60	EA	Ten Dollars and No Cents	$10.00	$600.00
665J 000	SILT FENCE	200	LF	Five Dollars and No Cents	$5.00	$1,000.00
665K 000	SILT FENCE REMOVAL	200	LF	Two Dollars and No Cents	$2.00	$400.00
665P 005	INLET PROTECTION, STAGE 3 OR 4	6	EA	Three Hundred Dollars and No Cents	$300.00	$1,800.00
665R 000	WATTLES	200	LF	Ten Dollars and No Cents	$10.00	$2,000.00
674A 000	CONSTRUCTION SAFETY FENCE	100	LF	Four Dollars and No Cents	$4.00	$400.00
740A 100	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2-LANES 25-35 MPH	8	DAY	One Thousand Two Hundred Dollars and No Cents	$1,200.00	$9,600.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740A 200	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	8	DAY	One Thousand Two Hundred Dollars and No Cents	$1,200.00	$9,600.00
740A 300	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	8	DAY	One Thousand Two Hundred Fifty Dollars and No Cents	$1,250.00	$10,000.00
741C 000	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	8	DAY	Two Thousand Dollars and No Cents	$2,000.00	$16,000.00
745A 000	UNIFORMED POLICE OFFICER	75	HR	Seventy Dollars and No Cents	$70.00	$5,250.00
999A 001	TRACKHOE & OPERATOR DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY	Seven Thousand Five Hundred Dollars and No Cents	$7,500.00	$7,500.00
999A 002	BACKHOE & OPERATOR DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY	Five Thousand Dollars and No Cents	$5,000.00	$5,000.00
999A 003	DUMP TRUCK & DRIVER DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY	Two Thousand Two Hundred Fifty Dollars and No Cents	$2,250.00	$2,250.00
999A 004	2 LABORERS DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY	One Thousand Five Hundred Dollars and No Cents	$1,500.00	$1,500.00
999X 000	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE CITY OF MOBILE PROJECT MANAGER	1	LS	Twenty Thousand Dollars and No Cents	$20,000.00	$20,000.00
999Z 000	HYDRO EXCAVATION	16	HR	Four Hundred Twenty Five Dollars and No Cents	$425.00	$6,800.00
		TOTAL BASE BID		**One Million Three Hundred Sixteen Thousand Four Hundred Fifty Seven Dollars and Ninety Two Cents**	$1,316,457.92	

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ADDITIVE BID						
206C 000	REMOVING CONCRETE SIDEWALK (INCL. SAW CUTTING) (ALL THICKNESSES)	20	SY	Fifteen Dollars and No Cents	$15.00	$300.00
206C 010	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING) (ALL THICKNESSES)	20	SY	Fifteen Dollars and No Cents	$15.00	$300.00
206C 020	REMOVING ASPHALT PAVEMENT (INCL. SAW CUTTING) (ALL THICKNESSES)	15	SY	Fifteen Dollars and No Cents	$15.00	$225.00
206D 003	REMOVING CONCRETE GUTTER AND/OR CURB (ALL TYPES) (INCLUDING SAW CUTTING) (ALL THICKNESSES)	20	LF	Ten Dollars and No Cents	$10.00	$200.00
206D 005	REMOVING PIPE 24" OR LESS DIAMETER	30	LF	Twenty Five Dollars and No Cents	$25.00	$750.00
206D 006	REMOVING PIPE 27" -36" DIAMETER	30	LF	Twenty Nine Dollars and No Cents	$29.00	$870.00
206E 000	REMOVING INLETS, PARTIAL TOP AND THROAT	4	EA	Seven Hundred Fifty Dollars and No Cents	$750.00	$3,000.00
210A 000	UNCLASSIFIED EXCAVATION (INCL. SAW CUTTING)	20	CY	Twenty Five Dollars and No Cents	$25.00	$500.00
210D 000	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	20	CY	Twenty Five Dollars and No Cents	$25.00	$500.00
214A 000	STRUCTURE EXCATION (0' TO 6' DEPTH)	15	CY	Twenty Dollars and No Cents	$20.00	$300.00
301A 000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	50	TON	Forty Dollars and No Cents	$40.00	$2,000.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
305B 000	57 STONE	25	TON	Eighty Eight Dollars and No Cents	$88.00	$2,200.00
424A 002	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGG. SIZE MIX, ESAL RANGE C/D	20	TON	Two Hundred Dollars and No Cents	$200.00	$4,000.00
533A 001	15" STORM SEWER (CLASS 3 R.C.)	24	LF	Fifty Dollars and No Cents	$50.00	$1,200.00
533A 002	18" STORM SEWER (CLASS 3 R.C.)	24	LF	Fifty One Dollars and Eighty One Cents	$51.81	$1,243.44
539A 001	PIPELINE CLEANING - 12"-24"	300	LF	Six Dollars and Ninety Cents	$6.90	$2,070.00
539A 002	PIPELINE CLEANING - 27"-36"	300	LF	Nine Dollars and Twenty Cents	$9.20	$2,760.00
539A 010	PIPELINE VIDEOING - 12"-24"	500	LF	Two Dollars and Thirty Cents	$2.30	$1,150.00
539A 020	PIPELINE VIDEOING - 27"-36"	500	LF	Three Dollars and Forty Five Cents	$3.45	$1,725.00
610D 000	FILTER BLANKET, GEOTEXTILE FILTER FABRIC (WOVEN TYPE)	50	SY	Ten Dollars and No Cents	$10.00	$500.00
618A 000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	50	SY	Eighty Eight Dollars and No Cents	$88.00	$4,400.00
618A 005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	30	SY	Ninety Five Dollars and No Cents	$95.00	$2,850.00
618B 000	CONCRETE DRIVEWAY (MATCH EXISTING)- INCL. REINFORCEMENT& SAW CUTTING	20	SY	One Hundred Dollars and No Cents	$100.00	$2,000.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
620A 000	MINOR STRUCTURE CONCRETE	10	CY	Five Hundred Dollars and No Cents	$500.00	$5,000.00
621A 000	JUNCTION BOX, PARTIAL (TOP)	5	EA	One Thousand Eight Hundred Dollars and No Cents	$1,800.00	$9,000.00
621C 001	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	6	EA	Two Thousand Two Hundred Dollars and No Cents	$2,200.00	$13,200.00
621C 002	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	6	EA	Two Thousand Dollars and No Cents	$2,000.00	$12,000.00
621C 003	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	5	EA	One Thousand Eight Hundred Dollars and No Cents	$1,800.00	$9,000.00
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	20	LF	Thirty Nine Dollars and No Cents	$39.00	$780.00
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	25	LF	Thirty Nine Dollars and No Cents	$39.00	$975.00
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	30	LF	Thirty Nine Dollars and No Cents	$39.00	$1,170.00
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	25	LF	Thirty Nine Dollars and No Cents	$39.00	$975.00
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	50	LF	Thirty Nine Dollars and No Cents	$39.00	$1,950.00
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	1	LF	Thirty Nine Dollars and No Cents	$39.00	$39.00
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	1	LF	Thirty Nine Dollars and No Cents	$39.00	$39.00

ADDENDUM NO.1
Project No. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	300	LF	Thirty Nine Dollars and No Cents	$39.00	$11,700.00
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	30	LF	Thirty Nine Dollars and No Cents	$39.00	$1,170.00
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	100	LF	Thirty Nine Dollars and No Cents	$39.00	$3,900.00
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	100	LF	Thirty Nine Dollars and No Cents	$39.00	$3,900.00
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	100	LF	Thirty Nine Dollars and No Cents	$39.00	$3,900.00
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	50	LF	Thirty Nine Dollars and No Cents	$39.00	$1,950.00

TOTAL ADDITIVE BID	**One Hundred Fifteen Thousand Six Hundred Ninety One Dollars and Forty Four Cents**	**$115,691.44**

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 Chris Brewer Contracting
SIGNATURE
DATE 06/10/26

BY USE OF THIS SPREADSHEET, CONTRACTOR ASSUMES ALL RESPONSIBILTY FOR ANY AND ALL ERRORS.

ADDENDUM NO. 1

2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

CITY OF MOBILE PROJECT NO. 2026-2070-01SW
BID DATE: JUNE 10, 2026
ADDENDUM NO. 1
ISSUED: JUNE 8, 2026

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **REPLACE "ITEM III, PROPOSAL", IN ITS ENTIRETY WITH THE REVISED ADDENDUM NO. 1 "ITEM III, PROPOSAL". THE ORIGINAL "ITEM III, PROPOSAL" MAY REMAIN BLANK IN THE CONTRACT. COMPLETE THE ATTACHED ADDENDUM NO. 1 "ITEM III, PROPOSAL" AND PLACE IT BEHIND THE FRONT COVER OF THE CONTRACT. THE REVISED PROPOSAL INCLUDES THE FOLLOWING CHANGES.**
    a. **ADDED PAY ITEM 201A-000 CLEARING AND GRUBBING**
    b. **REMOVAL ITEMS REVISED TO INCLUDE ALL THICKNESSES**
    c. **ADDED PAY ITEM 600A-000 MOBILIZATION. MOBILIZATION WILL BE PAID ONLY ONCE FOR EACH CITY COUNCIL DISTRICT PER PROJECT CYCLE.**
    d. **ADDED PAY ITEM 622A-000 MANHOLE COVER/FRAME RESET**
    e. **ADDED PAY ITEM 999Z-000 HYDRO EXCAVATION. THIS CAN BE PERFORMED BY HYDRO VACUUM OR AIR SPADE.**

THE FOLLOWING COMMENTS ARE PROVIDED FOR CLARIFICATION.

1. **THE ENGINEERING ESTIMATE IS BETWEEN $ 2.0 – 2.5 MILLION.**
2. **SEDIMENT REMOVAL FROM DITCHES WILL BE PAID BY DAILY RATES, NOT BY VOLUME OF SEDIMENT. PAYMENT WILL ONLY BE MADE FOR TIME WORKED. SEDIMENT REMOVAL WILL BE FROM DITCHES WITHIN EXISTING EASEMENT/ROW.**
3. **INLET/STRUCTURE REPAIR WILL BE PAID FOR BY ITEM 620 OR 621, AS DETERMINED BY THE PSPM.**
4. **CLEANING OF STRUCTURES SHALL BE SUBSIDIARY TO ITEMS 539 OR 621, AS DETERMINED BY THE PSPM.**
5. **CUTTING OF ROOTS SHALL BE SUBSIDIARY TO ITEM 999Z.**
6. **LOCATING/UNCOVERING MANHOLES SHALL BE SUBSIDIARY OF ITEM 621A.**
7. **The sign in sheet from the pre-bid meeting is attached.**

ATTACHED BID PROPOSAL SPREADSHEET:

INCLUDED IN ADDENDUM NO. 1 IS THE ATTACHED SPREADSHEET OF THE BID PROPOSAL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL INFORMATION ON THE SPREADSHEET IS CORRECT. IF THE SPREADSHEET IS USED, IT MAY REPLACE SHEETS 5-18 OF THIS ADDENDUM NO 1.

CONTRACTOR SHALL ATTACH THE ENTIRE COMPLETED ADDENDUM NO. 1 IMMEDIATELY BEHIND THE COVER OF THE CONTRACT DOCUMENTS AND SPECIFICATIONS FOR THE BID SUBMITTAL.

ADDENDUM NO. 1

We, as duly authorized representatives of CBC, Inc. (Contractor), do hereby certify that we have reviewed Addendum No. 1 and that bid prices submitted herewith are inclusive of this Addendum.

Signature

6/8/26
Date

Carson Tortorich
Printed Name

CONTRACTOR SHALL ATTACH THE ENTIRE COMPLETED ADDENDUM NO. 1 IMMEDIATELY BEHIND THE COVER OF THE CONTRACT DOCUMENTS AND SPECIFICATIONS FOR THE BID SUBMITTAL.

ADDENDUM NO. 1

ADDENDUM NO. 1

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/8/26

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 PSA-PM, as well as the premises.

Project Name: 2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE
Project No: 2026-2070-01SW
Project Description: Repair of storm drainage structures, ditches, and related roadway items
Major work items include: Repair and maintenance of storm drainage pipes, inlets, inlet tops, paved and unpaved ditches, sediment removal and roadway repairs

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

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, 2018 Edition, with all latest additions and modifications by the Public Services Administration (PSA) 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 PSA Department, 1900 Hurtel Street, Mobile, AL 36605 (dorothy.eldridge@cityofmobile.gov). In order to receive consideration, the request must be received before 12:00 p.m. on June 8, 2026. Any such interpretation request and/or any supplemental instructions will be mailed, emailed, or delivered to all prospective bidders.

ADDENDUM NO. 1

2026-2070-01SW

2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201A 000	CLEARING AND GRUBBING	5	AC		_____DOLLARS AND _____CENTS	
206C 000	REMOVING CONCRETE SIDEWALK (INCLUDING SAW CUTTING) (ALL THICKNESSES)	40	SY		_____DOLLARS AND _____CENTS	
206C 010	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING) (ALL THICKNESSES)	55	SY		_____DOLLARS AND _____CENTS	
206C 020	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING) (ALL THICKNESSES)	45	SY		_____DOLLARS AND _____CENTS	
206D 003	REMOVING CONCRETE GUTTER AND/OR CURB (ALL TYPES) (INCLUDING SAW CUTTING) (ALL THICKNESSES)	100	LF		_____DOLLARS AND _____CENTS	
206D 005	REMOVING PIPE 24" OR LESS DIAMETER	100	LF		_____DOLLARS AND _____CENTS	
206D 006	REMOVING PIPE 27" - 36" DIAMETER	100	LF		_____DOLLARS AND _____CENTS	
206D 007	REMOVING PIPE 42" - 48" DIAMETER	50	LF		_____DOLLARS AND _____CENTS	
206D 008	REMOVING PIPE 54" - 60" DIAMETER	50	LF		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206E 000	REMOVING INLETS, PARTIAL TOP AND THROAT	10	EA		_____DOLLARS AND _____CENTS	
206E 061	REMOVING TREE (8 - 18 INCH)	5	EA		_____DOLLARS AND _____CENTS	
206E 062	REMOVING TREE (19 - 36 INCH)	3	EA		_____DOLLARS AND _____CENTS	
206E 063	REMOVING TREE (37 INCH OR LARGER)	3	EA		_____DOLLARS AND _____CENTS	
210A 000	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	70	CY		_____DOLLARS AND _____CENTS	
210D 000	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	70	CY		_____DOLLARS AND _____CENTS	
214A 000	STRUCTURE EXCATION (0' TO 6' DEPTH)	30	CY		_____DOLLARS AND _____CENTS	
260A 000	FLOWABLE FILL	70	CY		_____DOLLARS AND _____CENTS	
301A 000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	200	TON		_____DOLLARS AND _____CENTS	
305B 000	57 STONE	150	TON		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
424A 002	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	100	TON		_____DOLLARS AND _____CENTS	
533A 001	15" STORM SEWER (CLASS 3 R.C.)	100	LF		_____DOLLARS AND _____CENTS	
533A 002	18" STORM SEWER (CLASS 3 R.C.)	100	LF		_____DOLLARS AND _____CENTS	
533A 003	24" STORM SEWER (CLASS 3 R.C.)	100	LF		_____DOLLARS AND _____CENTS	
533A 004	30" STORM SEWER (CLASS 3 R.C.)	100	LF		_____DOLLARS AND _____CENTS	
533A 005	36" STORM SEWER (CLASS 3 R.C.)	100	LF		_____DOLLARS AND _____CENTS	
533A 006	42" STORM SEWER (CLASS 3 R.C.)	80	LF		_____DOLLARS AND _____CENTS	
533A 007	48" STORM SEWER (CLASS 3 R.C.)	80	LF		_____DOLLARS AND _____CENTS	
533A 008	54" STORM SEWER (CLASS 3 R.C.)	48	LF		_____DOLLARS AND _____CENTS	
533A 009	60" STORM SEWER (CLASS 3 R.C.)	40	LF		_____DOLLARS AND _____CENTS	
539A 001	PIPELINE CLEANING - 12"-24"	1000	LF		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
539A 002	PIPELINE CLEANING - 27"-36"	1000	LF		_____ DOLLARS AND _____ CENTS	
539A 003	PIPELINE CLEANING - 42"-48"	500	LF		_____ DOLLARS AND _____ CENTS	
539A 010	PIPELINE VIDEOING - 12"-24"	1000	LF		_____ DOLLARS AND _____ CENTS	
539A 020	PIPELINE VIDEOING - 27"-36"	1000	LF		_____ DOLLARS AND _____ CENTS	
539A 030	PIPELINE VIDEOING - 42"-48"	500	LF		_____ DOLLARS AND _____ CENTS	
539A 040	PIPELINE VIDEOING - 54"-60"	125	LF		_____ DOLLARS AND _____ CENTS	
600A 000	MOBILIZATION	7	EA		_____ DOLLARS AND _____ CENTS	
610A 000	LOOSE RIP RAP, CLASS 1	10	TON		_____ DOLLARS AND _____ CENTS	
610A 001	LOOSE RIP RAP, CLASS 2	10	TON		_____ DOLLARS AND _____ CENTS	
610A 002	LOOSE RIP RAP, CLASS 3	10	TON		_____ DOLLARS AND _____ CENTS	
610D 000	FILTER BLANKET, GEOTEXTILE FILTER FABRIC (WOVEN TYPE)	100	SY		_____ DOLLARS AND _____ CENTS	
618A 000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	150	SY		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A 001	CONCRETE SIDEWALK, 6" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	25	SY		_____DOLLARS AND _____CENTS	
618A 002	PEA GRAVEL BEDDING, 4" THICK	25	SY		_____DOLLARS AND _____CENTS	
618A 003	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB ONE SIDE, 4" TO 6" MAX CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	25	SY		_____DOLLARS AND _____CENTS	
618A 004	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB BOTH SIDES, 4" TO 6" CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	25	SY		_____DOLLARS AND _____CENTS	
618A 005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	50	SY		_____DOLLARS AND _____CENTS	
618B 000	CONCRETE DRIVEWAY (MATCH EXISTING)- INCLUDING REINFORCEMENT& SAW CUTTING	55	SY		_____DOLLARS AND _____CENTS	
618D 001	HANDICAP RAMP (ALL TYPES) (INCL EXCAVATION)	10	EA		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618E 001	TRUNCATED DOME INSERT, NEW CONSTRUCTION	10	EA		_____DOLLARS AND _____CENTS	
618E 002	MODIFIED TRUNCATED DOME INSERT, NEW CONSTRUCTION	5	EA		_____DOLLARS AND _____CENTS	
620A 000	MINOR STRUCTURE CONCRETE	40	CY		_____DOLLARS AND _____CENTS	
621A 000	JUNCTION BOX, PARTIAL (TOP)	10	EA		_____DOLLARS AND _____CENTS	
621C 001	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	15	EA		_____DOLLARS AND _____CENTS	
621C 002	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	15	EA		_____DOLLARS AND _____CENTS	
621C 003	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	10	EA		_____DOLLARS AND _____CENTS	
622A 000	MANHOLE COVER/FRAME RESET	10	EA		_____DOLLARS AND _____CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCLUDING SAW CUTTING)	70	LF		_____DOLLARS AND _____CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCLUDING SAW CUTTING)	70	LF		_____DOLLARS AND _____CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	100	LF		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
645U 505	12 INCH CURED IN PLACE LINER	300	LF		_____DOLLARS AND _____CENTS	
645U 510	15 INCH CURED IN PLACE LINER	300	LF		_____DOLLARS AND _____CENTS	
645U 512	18 INCH CURED IN PLACE LINER	350	LF		_____DOLLARS AND _____CENTS	
645U 515	24 -27 INCH CURED IN PLACE LINER	400	LF		_____DOLLARS AND _____CENTS	
645U 520	30 INCH CURED IN PLACE LINER	300	LF		_____DOLLARS AND _____CENTS	
645U 525	36 INCH CURED IN PLACE LINER	400	LF		_____DOLLARS AND _____CENTS	
645U 530	42 INCH CURED IN PLACE LINER	200	LF		_____DOLLARS AND _____CENTS	
645U 535	48 INCH CURED IN PLACE LINER	150	LF		_____DOLLARS AND _____CENTS	
645U 540	54 INCH CURED IN PLACE LINER	100	LF		_____DOLLARS AND _____CENTS	
645U 545	60 INCH CURED IN PLACE LINER	50	LF		_____DOLLARS AND _____CENTS	
650A 000	TOPSOIL	50	CY		_____DOLLARS AND _____CENTS	
654A 000	SOLID SODDING (MATCH EXISTING)	200	SY		_____DOLLARS AND _____CENTS	
690A 000	DEWATERING	15	DAY		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
665A 000	TEMPORARY SEEDING	4	AC		_____DOLLARS AND _____CENTS	
665B 000	TEMPORARY MULCHING	4	TON		_____DOLLARS AND _____CENTS	
665E 000	POLYETHYLENE	500	SY		_____DOLLARS AND _____CENTS	
665G 000	SAND BAGS	60	EA		_____DOLLARS AND _____CENTS	
665J 000	SILT FENCE	200	LF		_____DOLLARS AND _____CENTS	
665K 000	SILT FENCE REMOVAL	200	LF		_____DOLLARS AND _____CENTS	
665P 005	INLET PROTECTION, STAGE 3 OR 4	6	EA		_____DOLLARS AND _____CENTS	
665R 000	WATTLES	200	LF		_____DOLLARS AND _____CENTS	
674A 000	CONSTRUCTION SAFETY FENCE	100	LF		_____DOLLARS AND _____CENTS	
740A 100	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2-LANES 25-35 MPH	8	DAY		_____DOLLARS AND _____CENTS	
740A 200	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	8	DAY		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
740A 300	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	8	DAY		_____DOLLARS AND _____CENTS	
741C 000	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	8	DAY		_____DOLLARS AND _____CENTS	
745A 000	UNIFORMED POLICE OFFICER	75	HR		_____DOLLARS AND _____CENTS	
999A 001	TRACKHOE & OPERATOR DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____DOLLARS AND _____CENTS	
999A 002	BACKHOE & OPERATOR DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____DOLLARS AND _____CENTS	
999A 003	DUMP TRUCK & DRIVER DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____DOLLARS AND _____CENTS	
999A 004	2 LABORERS DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
999X 000	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE CITY OF MOBILE PROJECT MANAGER	1	LS	$20,000.00	TWENTY THOUSAND DOLLARS AND NO CENTS	
999Z-000	HYDRO EXCAVATION	16	HR		_____ DOLLARS AND _____ CENTS	
				TOTAL BASE BID		

ADDITIVE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206C 000	REMOVING CONCRETE SIDEWALK (INCL. SAW CUTTING) (ALL THICKNESSES)	20	SY		_____ DOLLARS AND _____ CENTS	
206C 010	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING) (ALL THICKNESSES)	20	SY		_____ DOLLARS AND _____ CENTS	
206C 020	REMOVING ASPHALT PAVEMENT (INCL. SAW CUTTING) (ALL THICKNESSES)	15	SY		_____ DOLLARS AND _____ CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206D 003	REMOVING CONCRETE GUTTER AND/OR CURB (ALL TYPES) (INCLUDING SAW CUTTING) (ALL THICKNESSES)	20	LF		_____DOLLARS AND _____CENTS	
206D 005	REMOVING PIPE 24" OR LESS DIAMETER	30	LF		_____DOLLARS AND _____CENTS	
206D 006	REMOVING PIPE 27" -36" DIAMETER	30	LF		_____DOLLARS AND _____CENTS	
206E 000	REMOVING INLETS, PARTIAL TOP AND THROAT	4	EA		_____DOLLARS AND _____CENTS	
210A 000	UNCLASSIFIED EXCAVATION (INCL. SAW CUTTING)	20	CY		_____DOLLARS AND _____CENTS	
210D 000	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	20	CY		_____DOLLARS AND _____CENTS	
214A 000	STRUCTURE EXCATION (0' TO 6' DEPTH)	15	CY		_____DOLLARS AND _____CENTS	
301A 000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	50	TON		_____DOLLARS AND _____CENTS	
305B 000	57 STONE	25	TON		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
424A 002	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGG. SIZE MIX, ESAL RANGE C/D	20	TON		_____DOLLARS AND _____CENTS	
533A 001	15" STORM SEWER (CLASS 3 R.C.)	24	LF		_____DOLLARS AND _____CENTS	
533A 002	18" STORM SEWER (CLASS 3 R.C.)	24	LF		_____DOLLARS AND _____CENTS	
539A 001	PIPELINE CLEANING - 12"-24"	300	LF		_____DOLLARS AND _____CENTS	
539A 002	PIPELINE CLEANING - 27"-36"	300	LF		_____DOLLARS AND _____CENTS	
539A 010	PIPELINE VIDEOING - 12"-24"	500	LF		_____DOLLARS AND _____CENTS	
539A 020	PIPELINE VIDEOING - 27"-36"	500	LF		_____DOLLARS AND _____CENTS	
610D 000	FILTER BLANKET, GEOTEXTILE FILTER FABRIC (WOVEN TYPE)	50	SY		_____DOLLARS AND _____CENTS	
618A 000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	50	SY		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A 005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	30	SY		_____DOLLARS AND _____CENTS	
618B 000	CONCRETE DRIVEWAY (MATCH EXISTING)- INCL. REINFORCEMENT& SAW CUTTING	20	SY		_____DOLLARS AND _____CENTS	
620A 000	MINOR STRUCTURE CONCRETE	10	CY		_____DOLLARS AND _____CENTS	
621A 000	JUNCTION BOX, PARTIAL (TOP)	5	EA		_____DOLLARS AND _____CENTS	
621C 001	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	6	EA		_____DOLLARS AND _____CENTS	
621C 002	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	6	EA		_____DOLLARS AND _____CENTS	
621C 003	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	5	EA		_____DOLLARS AND _____CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	20	LF		_____DOLLARS AND _____CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	25	LF		_____DOLLARS AND _____CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	30	LF		_____DOLLARS AND _____CENTS	

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	25	LF		_____DOLLARS AND _____CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	50	LF		_____DOLLARS AND _____CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	1	LF		_____DOLLARS AND _____CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	1	LF		_____DOLLARS AND _____CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	300	LF		_____DOLLARS AND _____CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	30	LF		_____DOLLARS AND _____CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	100	LF		_____DOLLARS AND _____CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	100	LF		_____DOLLARS AND _____CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	100	LF		_____DOLLARS AND _____CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	50	LF		_____DOLLARS AND _____CENTS	
				TOTAL ADDITIVE BID		

ADDENDUM NO. 1

Proposal

Base Bid (Total of all items listed in Base Bid) 1,316,457.92

Additive Bid (Total of all items listed in Additive Bid) 115,691.44

Grand Total (All items listed in Base Bid + Additive Bid) 1,432,149.36

Grand Total Written in words One Million Four Hundred Thirty Two Thousand One Hundred Forty Nine Dollars and Thirty six cents

Number of working days to complete construction will be specified in each individual task order.

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 3025 Dial St
Mobile, AL 36612

By Chris Brewer

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President
Chris Brewer
Print

Business Address 3025 Dial St Mobile, AL 36612

Business Address 3025 Dial St Mobile, AL 36612

Secretary
Carson Tortorich
Print

Business Address _____

Treasurer

Print

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered: Alabama

40677
State License Number

Corporate Seal

ATTACHMENT "A"

TASK ORDER FORM

TASK ORDER NUMBER:_____

2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

2026-2070-01SW

Contract No. _____

This Task Order is made this the ___ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ___ day of _____, 20____, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is 2026-2070-01SW. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.

2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.

3. The number of working days to complete this task order will be _____.

CITY	CONTRACTOR
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

ATTACHMENT "B"

CHANGE ORDER FORM

CHANGE ORDER:_____
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

2026-2070-01SW

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20____ ("Agreement") between the City of Mobile ("City") and _____("Contractor"), this Change Order modifies the Agreement as follows:

1. Change in Services: _____
_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):_____
_____.

3. Change in Contractor's Compensation (if applicable):_____
_____.

All other terms and conditions remain unchanged.

CITY	**CONTRACTOR**
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

ATTACHMENT "C"

SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting, Inc.
Address	3025 Dial St Mobile, AL 36612
Telephone	251-456-7270
E-Mail	accounting@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	2026-2070-01SW
Project Description	2026 Public Services Storm Drainage Repair and Maintenance
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 32 Female 1 Minority 18 Non-minority _____ SDVO _____ Total number of Employees 33

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Carson Tortorich

Signature: _____ Date: 6/9/26

Title: Project Manager

The following employee will be designated as the DBE **Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Carson Tortorich Title: Project Manager

Email: Carson@chrisbrewercontracting.com Phone: 251-421-6103

Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Chris Brewer Contracting, Inc. Your Bid/Proposal Amount $ 1,432,149.36 Date: 6/9/26

Description COM Drainage Repairs Name of Bidder/Proposer: Chris Brewer

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
Evans and Company	800-832-4524	Erosion Control / Pipe	110,000	7.7	Yes	
[redacted]	[redacted]	[redacted]				
L&L Industries	251-300-8087	Concrete	150,000	10.47	Yes	

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting, Inc.

Contact Person: Carson Tortorich Phone: 251-421-6103 Email: carson@chrisbrewercontracting.com

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

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

_____

_____

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 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)

ATTACHMENT "D"

PROJECT CLOSEOUT REQUIREMENTS & AFFIDAVITS

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2026-2070-01SW
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

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. **2026-2070-01SW**
2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

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 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.
2. The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
3. The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
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 ensure that a written guarantee on his letterhead covering all defects in material and workmanship for each Task Order has been submitted. Each guarantee must be for a period of one (1) year commencing on the date that final payment was made for each Task Order.
6. The Contractor must provide a Maintenance Agreement for the grassing for each Task Order. Each guarantee must be for a period of one (1) year commencing on the date that final payment was made for each Task Order.
7. 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 in the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Without the successful completion of these documents, the Contractor may be added to a list of irresponsible bidders.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

CONTRACTORS INSURANCE CERTIFICTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2026

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 Palomar Insurance Corporation PO Box 240849 Montgomery AL 36124-0849 License#: 79316	**CONTACT NAME:** Luke Skipper **PHONE (A/C, No, Ext):** (205) 263-5111 **FAX (A/C, No):** **E-MAIL ADDRESS:** Lukes@palomarins.com
INSURED Chris Brewer Contracting Inc. PO Box 70211 Mobile AL 36607 CHRIBRE-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** AlaCOMP **INSURER B :** Pennsylvania National Mutual Casualty Insurance Co — 14990 **INSURER C :** Penn National Security Insurance Company — 32441 **INSURER D :** Midwest Employers Casualty Company — 23612 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1960132593 **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 X Contr. Liab $1m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GY92014239	2/15/2026	2/15/2027	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 $ 100,000 $ 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	AX92014239	2/15/2026	2/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	UL92014239	2/15/2026	2/15/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC-100-15491000-2026A PFAL155000	1/1/2026 1/1/2026	1/1/2027 1/1/2027	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

PROJECT NAME: 2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAITENANCE
PROJECT NUMBER: 2026-2070-01SW

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

City of Mobile
P.O Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "F"

E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, AND SECRETARY OF STATE RECORD

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 469012

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and EMPLOYERS ADMINISTRATIVE SERVICES INC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which 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 E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

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 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.

B. RESPONSIBILITIES OF THE EMPLOYER

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. 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. 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 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 4 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 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.

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.

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.B.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 the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired 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. DHS 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

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. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation 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 (through the E-Verify Employer Agent) 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 (though the E-Verify Employer Agent) 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 or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent 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 E-Verify Employer Agent 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 its 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 E-Verify Employer Agent'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 E-Verify Employer Agent or the Employer, or a failure on the part of either party 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 E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent 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 E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or 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 E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent 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 sub-license, 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 where from, 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 E-Verify Employer Agent 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 E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, 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 E-Verify Employer Agent. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 469012

Approved by:

E-Verify Employer Agent Employer	
EMPLOYERS ADMINISTRATIVE SERVICES INC	
Name (Please Type or Print) AUDREY L DAY	**Title**
Signature Electronically Signed	**Date** 11/29/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 11/29/2011

E-Verify

Company ID Number: 469012

E-VERIFY IS A SERVICE OF DHS AND SSA

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	EMPLOYERS ADMINISTRATIVE SERVICES INC
Company Facility Address	2700 DAUPHIN STREET MOBILE, AL 366064803
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631208586
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	360 site(s)

E-Verify

Company ID Number: 469012

E-VERIFY IS A SERVICE OF DHS AND SSA

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	200
AR	5
FL	5
GA	20
LA	50
MS	50
NC	5
SC	10
TN	5
TX	5
VA	5

E-Verify

Company ID Number: 469012

E-VERIFY IS A SERVICE OF DHS AND SSA

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	JANE M BRIGHAM
Phone Number	2514735848
Fax	2514711493
Email	dexeasi@aol.com

Company ID Number: 469012

This list represents the first 20 Program Administrators listed for this company.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Chris Brewer (affiant) who, being duly sworn says as follows:

President/CEO of Chris Brewer Contracting, Inc

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for CBC, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said CBC, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: [redacted] 469012

C.S.

CEO of Chris Brewer Contracting, Inc. (CBC, Inc)

Sworn to and subscribed before me this the 9th day of June, 2026.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Randall Hurd Carter
Signature and Seal of Notary Public

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/10/29

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:** 6/9/26

Name of Project: 2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE
Project Number: 2026-2070-01SW

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:	1,316,457.92	$ 39,493.74
ADDITIVE BID:	115,691.44	$ 3,470.74

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 Christopher Brewer
Mailing Address P.O. Box 70211 Mobile, AL 36607

***By (Legal Signature)** C.S. Brewer

*Name (type or print) Chris Brewer (Seal)

*Title President

Telephone Number 251-370-4600

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, June 10, 2026 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2026-2070-01SW
Project:	2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE
Project Description:	Repair of storm drainage structures, ditches, and related roadway items

Contract documents may be viewed at the office of the City of Mobile Public Services Administration (PSA) Department, 1900 Hurtel Street, Mobile, AL 36605 and may be obtained in electronic format by prime contractor bidders by contacting the PSA Dept. Office (dorothy.eldridge@cityofmobile.gov). If requested in advance, hard copies may be obtained by prime contractor bidders at the Pre-Bid conference upon payment of twenty-five dollars ($25.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents 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.

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 June 8, 2026.

A Mandatory Pre-Bid Conference will be held at the PSA Dept. Conference Room, 2nd Floor, 1900 Hurtel Street, Mobile, AL 36605 on Thursday, June 4, 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.

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).

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 2018 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) Major Classification 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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE**, City of Mobile Project No. **2026-2070-01SW**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES MAY 13TH, 20TH, AND 27TH 2026.

ITEM II
INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of establishing the low bidder, upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. 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.

3. 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.

4. 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.

5. 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, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

6. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

7. 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.

8. 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.

9. 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.

10. 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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE**, City of Mobile Project No. **2026-2070-01SW** , in the City of Mobile, Alabama".

11. 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.

12. 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.

13. 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.

14. 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.

15. PRE-QUALIFICATION OF BIDDERS:
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 a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

16. 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.

17. 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.

18. 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 PSA-PM 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 PSA-PM nor the PSA Director 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 PSA-PM's written decision indicating the preferred method, materials, or equipment.

19. 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.

20. 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.

21. 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 PSA Director may require a Subcontractor's removal, as in the case of a Contractor's employee.

22. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the Public Services Administration Project Manager (PSA-PM) definite notice of his intention to start work on each Task Order at least seventy-two (72) hours in advance of beginning. Should the Contractor, with the consent of the PSA-PM, discontinue prosecution of the work, the Contractor shall give the PSA-PM 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 PSA-PM. 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.

(c) Should the Contractor fail to maintain a satisfactory rate of progress, the PSA-PM will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

(d) Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the PSA-PM 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.

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been issued to the CONTRACTOR, the CONTRACTOR will begin work on that Task Order within ten (10) calendar days.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/10/26

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 PSA-PM, as well as the premises.

Project Name: 2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE
Project No: 2026-2070-01SW
Project Description: Repair of storm drainage structures, ditches, and related roadway items
Major work items include: Repair and maintenance of storm drainage pipes, inlets, inlet tops, paved and unpaved ditches, sediment removal and roadway repairs

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

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, 2018 Edition, with all latest additions and modifications by the Public Services Administration (PSA) 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 PSA Department, 1900 Hurtel Street, Mobile, AL 36605 (dorothy.eldridge@cityofmobile.gov). In order to receive consideration, the request must be received before 12:00 p.m. on June 8, 2026. Any such interpretation request and/or any supplemental instructions will be mailed, emailed, or delivered to all prospective bidders.

2026-2070-01SW

2026 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206C 000	REMOVING CONCRETE SIDEWALK (INCLUDING SAW CUTTING)	40	SY		_____ DOLLARS AND _____ CENTS	
206C 010	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	55	SY		_____ DOLLARS AND _____ CENTS	
206C 020	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	45	SY		_____ DOLLARS AND _____ CENTS	
206D 003	REMOVING CONCRETE GUTTER AND/OR CURB (ALL TYPES) (INCLUDING SAW CUTTING)	100	LF		_____ DOLLARS AND _____ CENTS	
206D 005	REMOVING PIPE 24" OR LESS DIAMETER	100	LF		_____ DOLLARS AND _____ CENTS	
206D 006	REMOVING PIPE 27" -36" DIAMETER	100	LF		_____ DOLLARS AND _____ CENTS	
206D 007	REMOVING PIPE 42" -48" DIAMETER	50	LF		_____ DOLLARS AND _____ CENTS	
206D 008	REMOVING PIPE 54" -60" DIAMETER	50	LF		_____ DOLLARS AND _____ CENTS	
206E 000	REMOVING INLETS, PARTIAL TOP AND THROAT	10	EA		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206E 061	REMOVING TREE (8 - 18 INCH)	5	EA		_____ DOLLARS AND _____ CENTS	
206E 062	REMOVING TREE (19 - 36 INCH)	3	EA		_____ DOLLARS AND _____ CENTS	
206E 063	REMOVING TREE (37 INCH OR LARGER)	3	EA		_____ DOLLARS AND _____ CENTS	
210A 000	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	70	CY		_____ DOLLARS AND _____ CENTS	
210D 000	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	70	CY		_____ DOLLARS AND _____ CENTS	
214A 000	STRUCTURE EXCATION (0' TO 6' DEPTH)	30	CY		_____ DOLLARS AND _____ CENTS	
260A 000	FLOWABLE FILL	70	CY		_____ DOLLARS AND _____ CENTS	
301A 000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	200	TON		_____ DOLLARS AND _____ CENTS	
305B 000	57 STONE	150	TON		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
424A 002	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	100	TON		_____ DOLLARS AND _____ CENTS	
533A 001	15" STORM SEWER (CLASS 3 R.C.)	100	LF		_____ DOLLARS AND _____ CENTS	
533A 002	18" STORM SEWER (CLASS 3 R.C.)	100	LF		_____ DOLLARS AND _____ CENTS	
533A 003	24" STORM SEWER (CLASS 3 R.C.)	100	LF		_____ DOLLARS AND _____ CENTS	
533A 004	30" STORM SEWER (CLASS 3 R.C.)	100	LF		_____ DOLLARS AND _____ CENTS	
533A 005	36" STORM SEWER (CLASS 3 R.C.)	100	LF		_____ DOLLARS AND _____ CENTS	
533A 006	42" STORM SEWER (CLASS 3 R.C.)	80	LF		_____ DOLLARS AND _____ CENTS	
533A 007	48" STORM SEWER (CLASS 3 R.C.)	80	LF		_____ DOLLARS AND _____ CENTS	
533A 008	54" STORM SEWER (CLASS 3 R.C.)	48	LF		_____ DOLLARS AND _____ CENTS	
533A 009	60" STORM SEWER (CLASS 3 R.C.)	40	LF		_____ DOLLARS AND _____ CENTS	
539A 001	PIPELINE CLEANING - 12"-24"	1000	LF		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
539A 002	PIPELINE CLEANING - 27"-36"	1000	LF		_____ DOLLARS AND _____ CENTS	
539A 003	PIPELINE CLEANING - 42"-48"	500	LF		_____ DOLLARS AND _____ CENTS	
539A 010	PIPELINE VIDEOING - 12"-24"	1000	LF		_____ DOLLARS AND _____ CENTS	
539A 020	PIPELINE VIDEOING - 27"-36"	1000	LF		_____ DOLLARS AND _____ CENTS	
539A 030	PIPELINE VIDEOING - 42"-48"	500	LF		_____ DOLLARS AND _____ CENTS	
539A 040	PIPELINE VIDEOING - 54"-60"	125	LF		_____ DOLLARS AND _____ CENTS	
610A 000	LOOSE RIP RAP, CLASS 1	10	TON		_____ DOLLARS AND _____ CENTS	
610A 001	LOOSE RIP RAP, CLASS 2	10	TON		_____ DOLLARS AND _____ CENTS	
610A 002	LOOSE RIP RAP, CLASS 3	10	TON		_____ DOLLARS AND _____ CENTS	
610D 000	FILTER BLANKET, GEOTEXTILE FILTER FABRIC (WOVEN TYPE)	100	SY		_____ DOLLARS AND _____ CENTS	
618A 000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	150	SY		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A 001	CONCRETE SIDEWALK, 6" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	25	SY		_____ DOLLARS AND _____ CENTS	
618A 002	PEA GRAVEL BEDDING, 4" THICK	25	SY		_____ DOLLARS AND _____ CENTS	
618A 003	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB ONE SIDE, 4" TO 6" MAX CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	25	SY		_____ DOLLARS AND _____ CENTS	
618A 004	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB BOTH SIDES, 4" TO 6" CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	25	SY		_____ DOLLARS AND _____ CENTS	
618A 005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	50	SY		_____ DOLLARS AND _____ CENTS	
618B 000	CONCRETE DRIVEWAY (MATCH EXISTING)- INCLUDING REINFORCEMENT& SAW CUTTING	55	SY		_____ DOLLARS AND _____ CENTS	
618D 001	HANDICAP RAMP (ALL TYPES) (INCL EXCAVATION)	10	EA		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618E 001	TRUNCATED DOME INSERT, NEW CONSTRUCTION	10	EA		_____ DOLLARS AND _____ CENTS	
618E 002	MODIFIED TRUNCATED DOME INSERT, NEW CONSTRUCTION	5	EA		_____ DOLLARS AND _____ CENTS	
620A 000	MINOR STRUCTURE CONCRETE	40	CY		_____ DOLLARS AND _____ CENTS	
621A 000	JUNCTION BOX, PARTIAL (TOP)	10	EA		_____ DOLLARS AND _____ CENTS	
621C 001	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	15	EA		_____ DOLLARS AND _____ CENTS	
621C 002	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	15	EA		_____ DOLLARS AND _____ CENTS	
621C 003	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	10	EA		_____ DOLLARS AND _____ CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCLUDING SAW CUTTING)	70	LF		_____ DOLLARS AND _____ CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCLUDING SAW CUTTING)	70	LF		_____ DOLLARS AND _____ CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	100	LF		_____ DOLLARS AND _____ CENTS	
645U 505	12 INCH CURED IN PLACE LINER	300	LF		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
645U 510	15 INCH CURED IN PLACE LINER	300	LF		_____ DOLLARS AND _____ CENTS	
645U 512	18 INCH CURED IN PLACE LINER	350	LF		_____ DOLLARS AND _____ CENTS	
645U 515	24 -27 INCH CURED IN PLACE LINER	400	LF		_____ DOLLARS AND _____ CENTS	
645U 520	30 INCH CURED IN PLACE LINER	300	LF		_____ DOLLARS AND _____ CENTS	
645U 525	36 INCH CURED IN PLACE LINER	400	LF		_____ DOLLARS AND _____ CENTS	
645U 530	42 INCH CURED IN PLACE LINER	200	LF		_____ DOLLARS AND _____ CENTS	
645U 535	48 INCH CURED IN PLACE LINER	150	LF		_____ DOLLARS AND _____ CENTS	
645U 540	54 INCH CURED IN PLACE LINER	100	LF		_____ DOLLARS AND _____ CENTS	
645U 545	60 INCH CURED IN PLACE LINER	50	LF		_____ DOLLARS AND _____ CENTS	
650A 000	TOPSOIL	50	CY		_____ DOLLARS AND _____ CENTS	
654A 000	SOLID SODDING (MATCH EXISTING)	200	SY		_____ DOLLARS AND _____ CENTS	
690A 000	DEWATERING	15	DAY		_____ DOLLARS AND _____ CENTS	
665A 000	TEMPORARY SEEDING	4	AC		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
665B 000	TEMPORARY MULCHING	4	TON		_____ DOLLARS AND _____ CENTS	
665E 000	POLYETHYLENE	500	SY		_____ DOLLARS AND _____ CENTS	
665G 000	SAND BAGS	60	EA		_____ DOLLARS AND _____ CENTS	
665J 000	SILT FENCE	200	LF		_____ DOLLARS AND _____ CENTS	
665K 000	SILT FENCE REMOVAL	200	LF		_____ DOLLARS AND _____ CENTS	
665P 005	INLET PROTECTION, STAGE 3 OR 4	6	EA		_____ DOLLARS AND _____ CENTS	
665R 000	WATTLES	200	LF		_____ DOLLARS AND _____ CENTS	
674A 000	CONSTRUCTION SAFETY FENCE	100	LF		_____ DOLLARS AND _____ CENTS	
740A 100	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2-LANES 25-35 MPH	8	DAY		_____ DOLLARS AND _____ CENTS	
740A 200	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	8	DAY		_____ DOLLARS AND _____ CENTS	
740A 300	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	8	DAY		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
741C 000	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	8	DAY		_____ DOLLARS AND _____ CENTS	
745A 000	UNIFORMED POLICE OFFICER	75	HOUR		_____ DOLLARS AND _____ CENTS	
999A 001	TRACKHOE & OPERATOR DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____ DOLLARS AND _____ CENTS	
999A 002	BACKHOE & OPERATOR DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____ DOLLARS AND _____ CENTS	
999A 003	DUMP TRUCK & DRIVER DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____ DOLLARS AND _____ CENTS	
999A 004	2 LABORERS DAILY RATE (SEDIMENT REMOVAL FOR DITCH CLEANING ONLY)	1	DAY		_____ DOLLARS AND _____ CENTS	
999X 000	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE CITY OF MOBILE PROJECT MANAGER	1	LS	$20,000.00	TWENTY THOUSAND DOLLARS AND NO CENTS	
				TOTAL BASE BID		

ADDITIVE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206C 000	REMOVING CONCRETE SIDEWALK (INCL. SAW CUTTING)	20	SY		_____ DOLLARS AND _____ CENTS	
206C 010	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	20	SY		_____ DOLLARS AND _____ CENTS	
206C 020	REMOVING ASPHALT PAVEMENT (INCL. SAW CUTTING)	15	SY		_____ DOLLARS AND _____ CENTS	
206D 003	REMOVING CONCRETE GUTTER AND/OR CURB (ALL TYPES) (INCLUDING SAW CUTTING)	20	LF		_____ DOLLARS AND _____ CENTS	
206D 005	REMOVING PIPE 24" OR LESS DIAMETER	30	LF		_____ DOLLARS AND _____ CENTS	
206D 006	REMOVING PIPE 27" -36" DIAMETER	30	LF		_____ DOLLARS AND _____ CENTS	
206E 000	REMOVING INLETS, PARTIAL TOP AND THROAT	4	EA		_____ DOLLARS AND _____ CENTS	
210A 000	UNCLASSIFIED EXCAVATION (INCL. SAW CUTTING)	20	CY		_____ DOLLARS AND _____ CENTS	
210D 000	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	20	CY		_____ DOLLARS AND _____ CENTS	
214A 000	STRUCTURE EXCATION (0' TO 6' DEPTH)	15	CY		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
301A 000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	50	TON		_____ DOLLARS AND _____ CENTS	
305B 000	57 STONE	25	TON		_____ DOLLARS AND _____ CENTS	
424A 002	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGG. SIZE MIX, ESAL RANGE C/D	20	TON		_____ DOLLARS AND _____ CENTS	
533A 001	15" STORM SEWER (CLASS 3 R.C.)	24	LF		_____ DOLLARS AND _____ CENTS	
533A 002	18" STORM SEWER (CLASS 3 R.C.)	24	LF		_____ DOLLARS AND _____ CENTS	
539A 001	PIPELINE CLEANING - 12"-24"	300	LF		_____ DOLLARS AND _____ CENTS	
539A 002	PIPELINE CLEANING - 27"-36"	300	LF		_____ DOLLARS AND _____ CENTS	
539A 010	PIPELINE VIDEOING - 12"-24"	500	LF		_____ DOLLARS AND _____ CENTS	
539A 020	PIPELINE VIDEOING - 27"-36"	500	LF		_____ DOLLARS AND _____ CENTS	
610D 000	FILTER BLANKET, GEOTEXTILE FILTER FABRIC (WOVEN TYPE)	50	SY		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A 000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	50	SY		_____ DOLLARS AND _____ CENTS	
618A 005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	30	SY		_____ DOLLARS AND _____ CENTS	
618B 000	CONCRETE DRIVEWAY (MATCH EXISTING)- INCL. REINFORCEMENT& SAW CUTTING	20	SY		_____ DOLLARS AND _____ CENTS	
620A 000	MINOR STRUCTURE CONCRETE	10	CY		_____ DOLLARS AND _____ CENTS	
621A 000	JUNCTION BOX, PARTIAL (TOP)	5	EA		_____ DOLLARS AND _____ CENTS	
621C 001	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	6	EA		_____ DOLLARS AND _____ CENTS	
621C 002	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	6	EA		_____ DOLLARS AND _____ CENTS	
621C 003	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	5	EA		_____ DOLLARS AND _____ CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	20	LF		_____ DOLLARS AND _____ CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	25	LF		_____ DOLLARS AND _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	30	LF		_____ DOLLARS AND _____ CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	25	LF		_____ DOLLARS AND _____ CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	50	LF		_____ DOLLARS AND _____ CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	1	LF		_____ DOLLARS AND _____ CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	1	LF		_____ DOLLARS AND _____ CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	300	LF		_____ DOLLARS AND _____ CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	30	LF		_____ DOLLARS AND _____ CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	100	LF		_____ DOLLARS AND _____ CENTS	
623B 000	CONCRETE CURB (ALL TYPES) (INCL. SAW CUTTING)	100	LF		_____ DOLLARS AND _____ CENTS	
623C 000	COMBINATION CURB AND GUTTER (INCL. SAW CUTTING)	100	LF		_____ DOLLARS AND _____ CENTS	
623A 000	CONCRETE GUTTER (ALL TYPES) (INCL. SAW CUTTING)	50	LF		_____ DOLLARS AND _____ CENTS	
				TOTAL ADDITIVE BID		

Proposal

Base Bid (Total of all items listed in Base Bid) 1,316,457.92

Additive Bid (Total of all items listed in Additive Bid) 115,691.44

Grand Total (All items listed in Base Bid + Additive Bid) 1,432,149.36

Grand Total Written in words One Million Four Hundred Thirty Two ThousAND one hundred FORTY NINE Dollars and thirty six cents

Number of working days to complete construction will be specified in each individual task order.

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 3025 Dial St
Mobile, AL 36612

By Chris Brewer

Signature of Bidder _____
(If a Corporation)

By _____
President

Chris Brewer
Print

_____
Secretary

Carson Tortorice
Print

_____
Treasurer

_____
Print

Business Address 3025 Dial St Mobile, AL 36612

Business Address 3025 Dial St Mobile, AL 36612

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

40677
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
PO Box 70211 Mobile, AL 36670
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE, City of Mobile Project No. *2026-2070-01SW*.**

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 June 10, 2026 (Date)

Chris Brewer Contracting, Inc. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

_____ Granite Re, Inc. (Name of Surety)

COUNTERSIGNED: Francis Ware AL#0453430

Alabama Resident Agent By Francis Ware
Attorney-in-Fact & AL Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 10th day of June, 2026.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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 CHRIS BREWER CONTRACTING, INC. (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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE
Project No: 2026-2070-01SW
Project Description: Repair of storm drainage structures, ditches, and related roadway items
Major work items include: Repair and maintenance of storm drainage pipes, inlets, inlet tops, paved and unpaved ditches, sediment removal and roadway repairs

City of Mobile Project Number **2026-2070-01SW** , all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 1,316,457.92) 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, task orders, 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.

PUBLIC SERVICES ADMINISTRATION DIRECTOR:

(6) Whenever the word "PSA DIRECTOR" is used, it shall refer to the PUBLIC SERVICES ADMINISTRATION DIRECTOR for the City of Mobile or his appointed assistants.

PUBLIC SERVICES ADMINISTRATION PROJECT MANAGER (PSA-PM):

(7) Whenever the term "PSA-PM" is used, it shall refer to the PUBLIC SERVICES ADMINISTRATION PROJECT MANAGER for the City of Mobile, who is an appointed assistant of the PSA Director. The PSA-PM, or his appointed assistants, are assigned to perform construction management and inspection services for this project.

AUTHORITY OF THE PUBLIC SERVICES ADMINISTRATION DIRECTOR:

(8) The PSA DIRECTOR, or his appointed assistants, 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 PSA-PM 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", 2018 Edition, with all latest additions and modifications by the PSA and Engineering Departments of the City of Mobile and with the plans on file in the office of the PSA-PM or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY PSA DIRECTOR 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 PSA DIRECTOR 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, 2018 edition, with all latest additions and modifications by the PSA and Engineering Departments of the City of Mobile, a copy of which is on file in the office of the PSA-PM.

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 PSA-PM 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 PSA-PM.

The PSA-PM 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 PSA-PM at any time prior to the completion of the work and its acceptance by the PSA-PM.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PSA-PM to be incompetent or disorderly, he shall be immediately discharged upon the request of the PSA-PM.

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 whatsoever 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 PSA-PM. 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 PSA-PM 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 PSA-PM, 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 PSA-PM 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 PSA-PM 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 PSA-PM, it becomes necessary to ensure the completion within the limit of time specified to this contract, the PSA-PM 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 PSA-PM, to ensue, the PSA-PM 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.

TASKORDERS:

(22) The amount of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. A written Notice to Proceed will not be issued for each Task Order. Receipt by the Contractor of a Task Order will be considered as the directive from the City for the Contractor to proceed with the associated work. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, compensation to be paid to CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

COMMENCEMENT AND COMPLETION:

(23) The work shall commence within ten (10) calendar days from the date specified on the Task Order to be issued to the Contractor by the PSA-PM, or his authorized representative, and shall be completed within the number of working days indicated in the Task 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.

TERM:

(24) The term of the Contract shall be one (1) year from the effective date of execution of the Contract. This agreement may be terminated by the CITY for any reason, pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may be extended for two (2) additional one-year periods, not to exceed a total of three (3) years. The extensions shall be, under the existing terms, conditions, and unit prices, at the discretion of the PSA-PM, and by written agreement with the CONTRACTOR, contingent upon the addition of working days and/or the obligation of additional funds for similar work.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

ESTIMATE:

(25) Upon the final completion of the work on each Task Order, according to the terms of these Articles of Agreement, the Contractor shall prepare and submit an estimate to the PSA-PM for payment for all work performed and materials furnished. Each payment request must be accompanied by a DBE Utilization Report, a progress report, and photos clearly showing the quality and extent of the completed work. Photos must show the project site before, during, and after construction. Retainage shall not be withheld. Payment will not be made until completion of work is verified and is to the satisfaction of the PSA-PM. Upon receipt of the Contractor's estimate for payment, the PSA-PM shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the estimate, under the terms of these Articles of Agreement. If a Task Order is scheduled for 30 working days or more, the Contractor may submit an estimate for partial payment if approved by the PSA-PM.

Upon completion of all Task Orders, the Contractor shall furnish, to the PSA-PM, 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 ensure that a written guarantee on his letterhead covering all defects in material and workmanship for each Task Order has been submitted. Each guarantee must be for a period of one (1) year commencing on the date that final payment was made for each Task Order.
- The Contractor must provide a Maintenance Agreement for the grassing for each Task Order. Each guarantee must be for a period of one (1) year commencing on the date that final payment was made for each Task Order.
- 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.

Without the successful completion of these documents, the Contractor may be added to a list of irresponsible bidders.

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 ensure 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 the General Fund. 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.

GOVERNING LAW AND VENUE:

(30) 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:

(31) 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:

(32) 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:

(33) 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
Public Services Administration Department
1900 Hurtel Street
Mobile, Alabama 36605

Attn: Matt Anderson

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:

(34) 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.

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:

_____

Carson Tortorice (Print)

Chris Brewer Contracting, Inc.

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: C.S. Brewer

ITS PRESIDENT

C.S. Brewer (Print)

ATTEST:

_____

ITS SECRETARY

_____(Print)

Corporate Seal

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Chris Brewer, whose name is signed to the foregoing instrument in the capacity of President of Chris Brewer Contracting Inc. 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 18th day of June, 2026.

Randall Hurd Carter

NOTARY PUBLIC My Commission Expires:

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/10/29

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

_____ as Principal and _____

_____ 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 _____ Dollars ($_____) 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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE** 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)

(Corporate Name)

BY: _____

ATTEST: (Signature)

_____ _____

(Signature) (Print)

_____(Print) ITS: _____

ITS: _____ (Title)

(Surety sign here) (Corporate name)

BY: _____

(Signature)

ATTEST: _____

_____ (Print)

(Signature) ITS: _____

_____(Print) (Title)

ITS: _____

Corporate Seal

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc.

PO Box 70211 Mobile, AL 36607 as Principal and Granite Re, Inc.

14001 Quailbrook Drive Oklahoma City, OK 73134 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 One Million Four Hundred Thirty-Two Thousand One Hundred Forty-Nine Dollars and 36/100 Dollars ($ 1,432,149.36) 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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE** 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_26_.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____

(Signature)

ATTEST: _____

C.S. Brewer

(Print)

(Signature)

Carson Tortorich (Print) ITS: President

(Title)

ITS: [redacted] Secretary

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____

(Signature)

ATTEST: _____

Christy Hicks

(Print)

(Signature)

ITS: Attorney-in-Fact

(Title)

Jan Wright (Print)

ITS: Account Manager

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal," and

_____
(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 _____ _____dollars ($_____), 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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE** 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)

(Corporate Name)

BY: _____

ATTEST:

(Signature)

_____

_____

(Print)

(Signature)

_____(Print)

ITS: _____

ITS: _____

(Title)

(Title)

(Surety sign here) (Corporate name)

BY: _____

(Signature)

ATTEST:

_____

_____

(Print)

(Signature)

ITS: _____

_____(Print)

(Title)

ITS: _____

(Title)

Corporate Seal

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.

Bond# GRAL72398

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc. PO Box 70211 Mobile, AL 36607
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal," and

Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134
(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 One Million Four Hundred Thirty-Two Thousand One Hundred Forty-Nine Dollars and 36/100 dollars ($ 1,432,149.36), 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 PUBLIC SERVICES STORM DRAINAGE REPAIR & MAINTENANCE** 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 26 .

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____

_____(Print)

_____(SEAL)

_____

_____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____

(Signature)

C.S. Brewer

(Print)

ATTEST: _____

(Signature)

Corean Brewer (Print)

ITS: President

(Title)

ITS: Secretary

(Title)

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____

(Signature)

Christy Hicks

(Print)

ATTEST: _____

(Signature)

ITS: Attorney-in-Fact

(Title)

Jan Wright (Print)

ITS: Account Manager

(Title)

Corporate Seal

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2024.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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. 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 Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

c. 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.

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 PSA Director, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the PSA-PM. 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 PSA 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 PSA 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, 2018 Edition, with all latest additions and modifications of the PSA and Engineering Departments 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, 2018 Edition, with all latest additions and modifications of the PSA and Engineering Departments 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. 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 PSA Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering and PSA Departments 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, 2018 Edition, with all latest additions and modifications of the PSA and Engineering Departments for the City of Mobile.

11. **Beginning from payment for each task order, the contractor shall provide maintenance for a period of one year for work on that task order. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City PSA Department. This maintenance for a one-year period shall be provided with no additional compensation. A maintenance guarantee may not be required for**

specific task orders, depending on the nature of the work and upon the discretion and written agreement of the PSA-PM.

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, 2018 Edition, with all latest additions and modifications of the PSA and Engineering Departments for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the PSA-PM. The Contractor shall coordinate activities with the City's Testing Laboratory.

13. The successful bidder will be required to submit mix designs to comply with Item 424-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the PSA and Engineering Departments for the City of Mobile, to the PSA Department and 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 (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent English-speaking 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 PSA-PM or his authorized representatives. When the Contractor's work force is divided between two (2) or more sites, a qualified English-speaking superintendent shall be present at each site. The Superintendent shall have full authority to execute orders or directions of the PSA-PM without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. The Superintendent shall be responsible for the progress of the work and the conduct of the Contractor's personnel. 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, and he shall have a means with which to be contacted on-site by the CITY.

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 PSA-PM 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, Current Edition, and other requirements set forth by the Traffic Engineer. 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 Contractor'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 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, as determined by the PSA-PM or Owner, 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 PSA-PM 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. PSA-PM 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 PSA-PM. 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 PSA-PM 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 Improved Concrete Wearing Surface, Item 424A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 424A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the PSA and Engineering Departments 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 for each Task Order. PSA-PM shall retain one set. Prints and/or tapes shall be delivered to the PSA-PM within one week after they are made.

37. New pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project. Video must be submitted to the PSA-PM before final payment is rendered.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the PSA-PM 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 PSA-PM 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 repair/maintain the storm drain system, roadway, sidewalk, curbing, etc., as determined by the PSA-PM, 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 any construction related activities. Any and all fines assessed to the project resulting from the negligence of the Contractor will be the sole responsibility of the Contractor. There will be no direct payment for the materials, equipment, labor or other incidentals needed to fulfill this requirement. It shall be subsidiary of Item No. 600-A, Mobilization.

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 PSA-PM 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 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.

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.

    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 PSA-PM, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. 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.

50. Working hours on certain streets may be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its PSA-PM 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.

54. 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 PSA and Engineering Departments for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. 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.

57. 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.

58. 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.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. 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.

61. OMIT

62. The CONTRACTOR will prepare an estimate once each month for work completed. The contractor will send the PSA-PM 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.

63. 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.

64. Gutter cleaning will be a subsidiary obligation of 424A Superpave Bituminous Concrete Wearing Surface.

65. 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 PSA-PM.

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 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 PSA-PM, 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 PSA-PM 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 PSA-PM, 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 CITY shall be reimbursed by the contractor for such additional effort at the prevailing hourly rates as determined by the PSA-PM.

      PSA-PM 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/inspection fee charges.

      No corrective action by the Contractor shall initiate additional engineering/inspection 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 PSA-PM reserves the right, with approval from the CITY PSA DIRECTOR, 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 CITY. Furthermore; the PSA-PM 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 CONTRACTOR 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 210A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210E *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 246 GABIONS

246.01 DESCRIPTION

The work under this Section shall consist of furnishing assembling, tying and filling with approved stones, open PVC coated welded wire baskets, construction in accordance with these specifications and placed in reasonably close conformity to the lines, grades and dimensions shown on the plans or directed by the PSA-PM. Other work specified in this section shall include furnishings and placing geotextile fabric between the backfill material and the inner face of the gabions.

246.02 MATERIAL

(a) Filter Blanket

Filter Blanket shall be a woven material meeting the requirements of Subarticle 814.03 (c).

(b) Stone Fill

Stone used in the gabions shall be sound and durable, from any source approved by the PSA-PM. No stone shall be less than three inches, minimum dimension, nor

greater than six inches. The stone shall be crushed and shall be reasonably well graded between the limiting sizes.

(e) Gabion Baskets

PVC coated galvanized steel wire gabion basket units shall be of non-raveling construction, fabricated from a welded square wire mesh of hot dipped galvanized steel wired having a minimum diameter of 0.105 inches after galvanization; and additionally, shall be coated with a minimum of 0.020 inches of PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. Mesh openings shall be square in shape and uniform in size, measuring not more than 3 inches by 3 inches. The PVC coated wire of all gabion components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion, and retain these characteristics after a period of not less than 3,000 hours under test in accordance with ASTM Test Designation G-23.

Gabions shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified by the plans. Gabions shall be of single unit construction. The base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

The field connections between adjacent wire baskets shall be made as recommended by the manufacturer and shall develop a connection strong enough that the failure under test shall occur in the mesh rather than in the lacing.

Each shipment of gabions to a job site shall be accompanied by a certification, on company letterhead, and signed by an officer of the company, which states that the material conforms to the requirements of the contract specifications and ASTM designation A974-97 manufacturing requirements.

The PSA-PM reserves the right to modify any portion in order to enhance the final product.

(f) Grout

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of ¼ inch, and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabions baskets shall not be grouted when the ambient temperature is below 35 degrees F. or above 89 degrees

F., unless approved by the PSA-PM in writing; nor when the grout, without special preparation, is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets shall be grouted in successive longitudinal strips, approximately ten (10) feet in length, commencing at the furthest in-channel edge and working back towards the top-of-bank. Each batch of grout shall be dumped onto the ungrouted part of the strip and worked in to the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow on the gabion basket surface a distance in excess of ten (10) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms, and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. After completion of any strip as specified, no workman or any load shall be permitted in the grouted surface for at least twenty for (24) hours.

The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) day; during which time the grouted surface shall also be protected from flowing water and mechanical injury.

246.03 CONSTRUCTION REQUIREMENTS

(a) Excavation & Backfill

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(b) Filter Blanket

Filter Blanket (geotextile) shall be installed in accordance with Section 610.

(c) Gabion Assembly and Installation

Gabion baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed a three-foot (3') nominal spacing in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely fastening all diaphragms and edges of the gabion.

Empty gabion baskets shall be installed according to manufacturer's recommendations and to the details shown on the plans. They shall be individually

placed on the approved surface to the lines and grades as shown on the drawings or as directed by the PSA-PM, with the sides, ends and diaphragms erected in a manner that will insure that correct position of all creases and that the top of all sides are level. All adjoining empty gabion units must be connected by tie wire lacing along the perimeter of their contract surfaces in order to obtain a monolithic structure.

The initial line of basket units shall be placed on the prepared bedding layer surface in a direction parallel to stream flow, unless otherwise shown on the drawings, and shall be partially filled with stones by hand to provide anchorage against deformation and displacement during the remainder of the filling operation. Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage any galvanize or PVC wire coating, to assure a minimum of voids between the stones, and to assure that maintenance of alignment throughout the filling process. Undue bulging of the mesh shall be avoided. Along all exposed faces, the outer layer of stones shall be carefully placed and arranged by hand to ensure a neat and compact appearance. Where shown on the drawings or as directed by the PSA-PM, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face.

(d) Grouted Gabions

Gabions installed as specified herein shall be grouted in areas indicated on the drawings or directed by the PSA-PM. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified hereinbefore. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units as specified hereinbefore. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of 6 inches prior to grouting.

(e) Stone Filled Voids

Irregular shaped areas in the ditch sides not conforming to an area that will accommodate a gabion basket shall be filled with stones in the manner specified for gabion and grouted. NO DIRECT PAYMENT.

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all costs associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

246.05 BASIS OF PAYMENT

(a) Unit Price Coverage

The quantity of gabions or stone filled voids acceptably placed, measured as noted above, will be paid for at the contract unit price bid, which shall be full compensation for furnishing all materials, including filter fabric, wire mesh and stone, labor, equipment, tools, and incidental necessary to compete this Item of work.

(b) Payment Will be Made Under Item No:

246-A Gabions – per Cubic Yard
246-E Grout for Gabions – per Cubic Yard

6. OMIT

7. ITEM 618D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

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 PSA-PM

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 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.

8. ITEM 618E *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 and shall extend across the **full** width of the ramp. Domes 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.

9. ITEM 623B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stockpile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING)*:

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, and reinstalling slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650, PAY ITEM 650A *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.

13. ITEM 654A *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.

14. ITEM 690D *DEWATERING*

690.D.01

Description
This pay item shall include all labor and maintenance necessary to provide dewatering, regardless of nature, for the duration of one day

690.D.02

Basis of Payment
Payment will be based on the respective unit bid price for dewatering, complete-in-place, which shall be payment in full for hauling, preparation, tools, and incidentals necessary to complete this item.

15. ITEM 740A. *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 2018 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.

18. ITEM 999X *WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY CITY PROJECT MANAGER:*

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 PSA-PM. 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 PSA-PM or the City of Mobile.

Construction Requirements

The equipment used for the installation of this item of work shall be approved by the PSA-PM 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, 2018 Edition or as specified by the PSA-PM or the CITY PSA DIRECTOR.

Basis of Payment

a. UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by City Project Manager, 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:

$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sum value of pay item (in dollars)}} = \text{Amount Payable (in percent)}$$

b. PAYMENT

Payment shall be made under Item No. 999X000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by City Project Manager – per lump sum.

19. SECTION 999A *SEDIMENT REMOVAL FOR DITCH CLEANING*

Description

This section shall include all equipment, labor and any other items necessary to provide sediment removal from ditches, regardless of nature, for the duration of one day.

Construction Requirements

The use of these pay items, and the work associated therewith, shall be approved by the PSA-PM prior to beginning work on these pay items. Sediment removal from ditches must be listed in the assigned task order, and planned work activities must be coordinated with the PSA-PM.

Basis of Payment

Payment will be based on the respective unit bid prices for sediment removal for ditch cleaning, which shall be payment in full for hauling, preparation, tools, and incidentals necessary to complete this item. Payment for sediment removed from ditches will not be included in Pay Item 210A Unclassified Excavation. Payment for all work associated with sediment removal from ditches will only be calculated using Pay Items in Section 999A.

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 40677

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **November 30, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of **December, 2025**

224949

Michael B. Tew SECRETARY-TREASURER

Charles T. Cobb, Jr. CHAIRMAN

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 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: Chris Brewer Contracting Inc.

Project name: 2026 Public Services Storm Drainage Repair & Maintenance

Project number: 2026-2070-01SW

Amount: $1,432,149.36

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
Lana Pafenbach, Assistant City Clerk

Sponsored by:

Purpose and Scope of Project:
Submitted by Lana Pafenbach on behalf of Karen Poth

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Finn Partners - resolution for city Council
2. Finn Partners Inc._CYA_6.26.26
3. National Maritime Museum of the Gulf x Finn Partners_Professional Services_6.30.26 (FP signed)
4. NMMOG x FINN Partners SOW
5. COI_Finn Partners

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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 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: Finn Partners, Inc.

Project name: Son of a Son of a Sailor Exhibition – Marketing and PR

Amount: $90,000

Adopted:

_____

City Clerk

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: Karen Poth / Gulf Quest
Requester / Department

From: City of Mobile Legal Department
Date: 06/26/26
CityLaw ID: A26-1982
Project / Contract Title: _____
Vendor / Consultant: Finn Partners, Inc

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Other (specify): _____
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

II. LEGAL REVIEW STATUS

☐ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ☐ Other (specify): _____
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

_____

_____

V. LEGAL DEPARTMENT SIGN-OFF

VS / 06/26/26

Reviewed By **Date**

STATE OF ALABAMA
CITY OF MOBILE

PROFESSIONAL SERVICES CONTRACT
CITY OF MOBILE

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Finn Partners, Inc. (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified to engage in Public Relations and Media Relations services; and

WHEREAS, Contractor is also highly skilled in promoting engagement and events through strategic media outreach, event-driven publicity, social media and tourism-focused digital engagement, and coordination of media attendance and communications for exhibition openings and related events.

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract.

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill to generate awareness for the Jimmy Buffett Experience at National Maritime Museum of the Gulf.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

The professional services to be performed by the Service Provider under this Agreement (the "Services") for the City of Mobile are set forth in **Exhibit A (Scope of Work)**.

A. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar

circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.

B. The Contractor shall report to the Executive Director of the National Maritime Museum of the Gulf ("Executive Director") or her designee who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue until September 30, 2026.

III. COMPENSATION

The City agrees to pay the Contractor an amount not to exceed Ninety Thousand Dollars ($90,000.00), which amount shall include the service fee of Thirty-Five Thousand Dollars ($35,000.00) and expenses incurred by Contractor in connection with the performance of the Services, invoiced by Contractor, and approved in writing by the City, all in accordance with the terms of this Agreement.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon in writing before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

To the fullest extent permitted by law, Contractor shall defend and hold harmless the City of Mobile, Alabama, its officers, elected officials, agents, representatives, employees, and volunteers (collectively, "City") from and against all claims, demands, suits, damages, losses, liabilities, fines, penalties, judgments, and expenses (including reasonable attorney fees, court costs, and expert

witness fees) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use), to the extent caused in whole or in part by the negligent, reckless, or intentional acts or omissions of Contractor, its subconsultants, or anyone for whom Contractor is legally responsible. Contractor shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence; for concurrent fault, Contractor's obligation is limited to the extent of Contractor's own fault as allowed by §41-9A-3. Consultant's indemnity obligations are independent of and shall not be limited by any insurance maintained by Consultant. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination

General Liability Insurance - public liability including premises, products and complete operations.

Bodily injury liability:

$250,000 each person
$500,000 each occurrence

Property damage liability:

$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

Bodily injury and property damage combined:

$500,000 per occurrence

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement."

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the Ex, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate the Executive Director to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and

the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Executive Director, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Executive Director of the National Maritime Museum of the gulf or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
Maritime Museum of the Gulf
c/o Karen Poth
155 South Water Street
Mobile, AL 36602

CONTRACTOR:
FINN Partners, Inc.
c/o Martin Ettlemyer
1675 Broadway
New York, NY 10019

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

C. Any change in the City's Executive Director of the National Maritime Museum of the Gulf or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City

may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XVIII. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XIX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, 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.

XX. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. **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.

M. **Binding Effect**. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **Non-Assignment**. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

[Signature page to follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Finn Partners, Inc.

By: _____

Print Name: Martin Ettlemyer, CFO

Date: 7/1/2026

ACKNOWLEDGEMENT

The State of New Jersey }
Monmouth County}

I, Asmat Bajwa, a Notary Public, in and for said County in said State, hereby certify that Martin Ettlemyer, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, with full authority, executed the same voluntarily.

Given under my hand this the 1 day of July, 2026.

_____
Notary Public

(Seal)
ASMAT BAJWA
Notary Public, State of New Jersey
My Commission Expires Mar 23, 2028

CITY OF MOBILE, A Municipal Corporation

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____ Date: _____

City Clerk

SCOPE OF WORK

Proposed Activity and SOW: Jimmy Buffett Experience at National Maritime Museum of the Gulf Public Relations Support

Objective: Generate awareness for the Jimmy Buffett Experience at National Maritime Museum of the Gulf through strategic national, regional, and local media relations efforts, positioning the exhibition as a nationally relevant attraction and a must-visit destination for audiences throughout the Gulf Coast region.

1. PR Strategy & Timeline Development
    a. Lead development of a PR timeline and communications strategy aligned with milestones, including ticket on-sale, announcements, preview opportunities, and opening day.
    b. Develop a strategic editorial framework positioning the Jimmy Buffett Experience as a must-see cultural and entertainment attraction for local, regional, and national audiences.
2. Media Relations / Asset Development
    a. Craft core messaging and narrative to position the Jimmy Buffett Experience as a premier museum exhibition celebrating the life, music, and cultural legacy of Jimmy Buffett.
    b. Develop and manage targeted media lists across national, regional, and local outlets, including arts & culture, lifestyle, travel/tourism, entertainment, music, and museum-focused media.
    c. Conduct proactive outreach to Jimmy Buffett-focused publications, fan communities, newsletters, and other relevant media.
    d. Coordinate media interviews with museum leadership, exhibit representatives, and approved spokespeople.
    e. Manage all outreach, fact-checking, media requests, and creative asset distribution with media.
    f. Develop and distribute press materials as needed, including press releases, media advisories, and supporting media assets.
3. Engagement and Events
    a. Proactively seek opportunities for exhibit coverage, previews, feature stories, and event-driven media placements.
    b. Facilitate attendance and engagement from local and regional media at opening events and media preview opportunities.
    c. Identify and engage relevant social media publishers, local discovery platforms, tourism-focused digital outlets, and media-style content channels serving regional travel, culture, entertainment, and lifestyle audiences.
    d. Support media credentialing, RSVP coordination, and communications related to approved media events.
4. Paid Media Planning & Placement Support

a. Develop recommendations for paid media opportunities to support awareness and visitation in priority markets, including Alabama, Florida, Georgia, Tennessee, and Louisiana.
b. Research, identify, evaluate, and recommend advertising opportunities across travel, tourism, lifestyle, entertainment, music, Jimmy Buffett fan-focused, Parrothead, Margaritaville, and consumer channels, including print, digital, newsletter, and destination-based placements.
c. Coordinate with media outlets, publishers, and publications regarding specifications, deadlines, and placement logistics.
d. Assist with coordination of approved media placements, including coordination of Client-developed creative assets and resources, to support timely delivery of advertising materials and compliance with publisher specifications. All media costs and placement fees shall be paid by Client unless otherwise agreed in writing.

5. Admin Activities
    a. Provide media coverage reports and updates as requested by client.
    b. Conduct bi-weekly calls to communicate in-progress media outreach, upcoming opportunities, progress, and results.
    c. Maintain ongoing communication with client regarding media opportunities, interview requests, event attendance, and strategic recommendations.

SCOPE OF WORK

Proposed Activity and SOW: Jimmy Buffett Experience at National Maritime Museum of the Gulf Public Relations Support

Objective: Generate awareness for the Jimmy Buffett Experience at National Maritime Museum of the Gulf through strategic national, regional, and local media relations efforts, positioning the exhibition as a nationally relevant attraction and a must-visit destination for audiences throughout the Gulf Coast region.

1. PR Strategy & Timeline Development
    a. Lead development of a PR timeline and communications strategy aligned with milestones, including ticket on-sale, announcements, preview opportunities, and opening day.
    b. Develop a strategic editorial framework positioning the Jimmy Buffett Experience as a must-see cultural and entertainment attraction for local, regional, and national audiences.
2. Media Relations / Asset Development
    a. Craft core messaging and narrative to position the Jimmy Buffett Experience as a premier museum exhibition celebrating the life, music, and cultural legacy of Jimmy Buffett.
    b. Develop and manage targeted media lists across national, regional, and local outlets, including arts & culture, lifestyle, travel/tourism, entertainment, music, and museum-focused media.
    c. Conduct proactive outreach to Jimmy Buffett-focused publications, fan communities, newsletters, and other relevant media.
    d. Coordinate media interviews with museum leadership, exhibit representatives, and approved spokespeople.
    e. Manage all outreach, fact-checking, media requests, and creative asset distribution with media.
    f. Develop and distribute press materials as needed, including press releases, media advisories, and supporting media assets.
3. Engagement and Events
    a. Proactively seek opportunities for exhibit coverage, previews, feature stories, and event-driven media placements.
    b. Facilitate attendance and engagement from local and regional media at opening events and media preview opportunities.
    c. Identify and engage relevant social media publishers, local discovery platforms, tourism-focused digital outlets, and media-style content channels serving regional travel, culture, entertainment, and lifestyle audiences.
    d. Support media credentialing, RSVP coordination, and communications related to approved media events.
4. Paid Media Planning & Placement Support
    a. Develop recommendations for paid media opportunities to support awareness and visitation in priority markets, including Alabama, Florida, Georgia, Tennessee, and Louisiana.
    b. Research, identify, evaluate, and recommend advertising opportunities across travel, tourism, lifestyle, entertainment, music, Jimmy Buffett fan-focused, Parrothead, Margaritaville, and consumer channels, including print, digital, newsletter, and destination-based placements.
    c. Coordinate with media outlets, publishers, and publications regarding specifications, deadlines, and placement logistics.
    d. Assist with coordination of approved media placements, including coordination of Client-developed creative assets and resources, to support timely delivery of advertising materials and compliance with publisher specifications. All media costs and placement fees shall be paid by Client unless otherwise agreed in writing.
5. Admin Activities
    a. Provide media coverage reports and updates as requested by client.
    b. Conduct bi-weekly calls to communicate in-progress media outreach, upcoming opportunities, progress, and results.
    c. Maintain ongoing communication with client regarding media opportunities, interview requests, event attendance, and strategic recommendations.

Term:
July 1, 2026 – September 30, 2026

Fees and Expenses:
The total fee shall be paid in one installment of $35,000, which shall be billed upon execution of the SOW.

Expenses: National Maritime Museum of the Gulf agrees to reimburse Agency for expenses incurred and out-of-pocket disbursements made in connection with Agency's performance of Services hereunder as outlined in Section 3 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the Effective Date.

National Maritime Museum of the Gulf	**FINN PARTNERS, INC.**
By:	By:
Name:	Name: Martin Ettlemyer
Title:	Title: Chief Financial Officer
Date:	Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2026

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 Risk Strategies Company New York Office PO Box 818078 Cleveland, OH 44181	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (212) 867-3550 FAX (A/C, No): E-MAIL ADDRESS: certificates2@risk-strategies.com
INSURED Finn Partners, Inc. 1675 Broadway New York NY 10019	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federal Insurance Company — 20281 INSURER B : Ascot Insurance Company — 23752 INSURER C : Travelers Casualty and Surety Co of Amer — 31194 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 91344675 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		3608-02-37	12/10/2025	12/10/2026	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	✓ Host Liquor Liability						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7364-73-44	12/10/2025	12/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	✓ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR			5672-58-90	12/10/2025	12/10/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$10,000,000
	✓ DED ☐ RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	PROFESSIONAL (E&O) LIABILITY			EOPL2510002575-01	12/10/2025	12/10/2026	Each Occurrence	5,000,000
							Aggregate	5,000,000
C	CRIME/EMPLOYEE DISHONESTY			107747363	12/10/2025	12/10/2026	Each Occurrence	1,000,000
							Aggregate	1,000,000

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

Certificate Holder is named Additional Insured as respects to claims arising out of the negligence of the insured and as required by executed written contract.

CERTIFICATE HOLDER

City of Mobile

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

RSC Insurance Brokerage

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
Shayla Beaco, Exec Dir - Build Mobile

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
A study to evaluate the City's cost of providing development review and permitting services and to compare those costs with the current fees charged for those services, in order to ensure fees are appropriate and aligned with actual service delivery costs.

Amount of Contract:
$60,490.00

Funding Source
Build Mobile Professional/Technical 10043040.42200

ATTACHMENTS:
1. RESOLUTION PROFESSIONAL Services Impact v.2
2. Cover Letter
3. CONTRACT - SIGNED - Mobile MGT Solutions Agreement 2026-06-30 PE
4. MGT Proposal_City of Mobile_UF Study April 2026 (Exhibit A)
5. MGT Proposal_City of Mobile_UF Study April 2026 (Exhibit B)
6. City of Mobile - COI
7. MGT Employer MOU for E-Verify

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION NO. _____ 2026

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONSULTANT CONTRACT WITH MGT IMPACT SOLUTIONS, LLC, FOR A COMPREHENSIVE COST OF SERVICES STUDY FOR DEVELOPMENT-RELATED USER FEES WITHIN BUILD MOBILE

Sponsored by: Spiro N. Cheriogotis

WHEREAS, the City of Mobile desires to conduct a Comprehensive Cost of Services Study for Development-Related User Fees to evaluate the costs associated with providing development-related services and to develop recommendations for an appropriate fee structure; and

WHEREAS, MGT Impact Solutions, LLC, is qualified to perform such professional consulting services; and

WHEREAS, the City desires to enter into a Professional Services Consultant Contract with MGT Impact Solutions, LLC, for an amount not to exceed Sixty Thousand Four Hundred Ninety Dollars ($60,490.00); and

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 to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Agreement between MGT Impact Solutions, LLC and the City of Mobile, in an amount not to exceed $60,490.00, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ATTEST:

_____
City Clerk

July 1, 2026

Mobile City Council

Re: Approval of Professional Services Agreement with MGT Solutions for Permit Fee Study

Dear Members of the City Council:

You are being asked to approve a Professional Services Agreement with MGT Solutions to conduct a comprehensive permit fee study for the City of Mobile.

The City has not undertaken a comprehensive update of its permit fee structure in more than twenty years. As a result, it is important to evaluate whether current fees appropriately reflect the cost of providing permitting and inspection services, including plan review, inspections, and permit administration.

MGT Solutions will review current operations, determine the cost of service delivery, and benchmark Mobile's permit fees against neighboring and comparable jurisdictions. The goal is to ensure the City appropriately captures the cost of services while remaining competitive within the region.

The results of this study will provide the City Council with data-driven recommendations to support future decisions regarding permit fees. Any proposed adjustments will be brought forward for Council consideration through the normal public process.

Approval of this agreement will allow the City to proceed with this important evaluation and review effort.

Should you have any questions, please feel free to contact me at your convenience.

Thank you for your consideration.

Shayla Jones Beaco
Chief of Building and Planning

PROFESSIONAL SERVICES CONSULTANT CONTRACT
FOR A STIPULATED SUM
City of Mobile

BETWEEN: **CITY OF MOBILE**
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: **MGT IMPACT SOLUTIONS, LLC**
4320 W. KENNEDY BLVD., Ste. 200
TAMPA, FL 33609

Secretary of State Registration No.: 000-389-696

For the following Project: Comprehensive Cost of Services Study for the Development-Related User Fees within Build Mobile
205 Government Street
Mobile, AL 36644

This Professional Services Agreement ("Agreement") is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and

MGT IMPACT SOLUTIONS, LLC ("Consultant"), a Florida limited liability company authorized to do business in the State of Alabama, with its principal office at 4320 W. Kennedy Blvd., Ste. 200, Tampa, Florida 33609.

Entire Agreement; Order of Precedence.

This Agreement, including all Exhibits and attachments hereto, which are incorporated herein by reference, constitutes the entire agreement between the City and the Consultant with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, or understandings, whether written or oral, relating to such subject matter.

The City expressly rejects and does not accept any terms or conditions contained in any prior or separate document submitted by the Consultant, including, but not limited to, any master services agreement, standard terms and conditions, or similar documents, unless expressly incorporated into this Agreement by written amendment executed by the City and the Consultant.

In the event of any conflict between the terms of this Agreement and any Exhibit or attachment, the terms of this Agreement shall control in all respects, and no Exhibit or attachment shall be construed to limit, modify, or waive any obligation, liability, or requirement set forth in this Agreement unless expressly stated in a written amendment executed by the City and the Consultant.

Any additional or conflicting terms proposed by the Consultant in any document, including but not limited to proposals, invoices, or communications, are hereby rejected and shall have no force or effect unless expressly agreed to in a written amendment executed by the City and the Consultant. The City shall not be deemed to have relied, directly or indirectly, upon any statements, representations, assumptions, or methodologies contained in any proposal, presentation, or other pre-contract materials provided by the Consultant, except to the extent such items are expressly incorporated into this Agreement.

No proposal, scope document, or other Consultant-generated material shall be incorporated by reference into this Agreement unless specifically identified and expressly incorporated in a written amendment executed by the City and the Consultant. The Consultant shall not require the

City to agree to any additional terms, conditions, licenses, or restrictions, including but not limited to software terms of use, click-through agreements, or access restrictions, in order to access or use any Deliverable.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions. No course of dealing, course of performance, prior practice, or informal communication between the parties shall be construed to modify, interpret, supplement, or waive any provision of this Agreement.

The Consultant shall not include in any Deliverable, report, model, or communication any disclaimer, limitation, or qualification that purports to limit the Consultant's responsibility for the accuracy, completeness, or reliability of the Services or Deliverables, or that is inconsistent with the terms of this Agreement. The Consultant acknowledges that the City may rely upon the Deliverables for governmental, regulatory, and policy purposes, and that such Deliverables may be disclosed to third parties, including elected officials and the public. The Consultant agrees that the Deliverables are intended to be relied upon by the City for such purposes and shall be prepared accordingly. The Consultant acknowledges that such reliance is reasonable and intended, and the Consultant's obligations under this Agreement extend to the preparation of Deliverables suitable for such reliance.

For purposes of this Agreement, "Deliverables" shall include, without limitation, all reports, models, analyses, data, documentation, presentations, work papers, calculations, assumptions, and all other work product prepared or provided by the Consultant under this Agreement, whether in draft or final form.

WHEREAS, the Consultant represents that it is qualified and experienced in the provision of governmental financial analysis and user fee studies, including cost-of-service analysis and the development of fee structures for public sector entities; and

WHEREAS, the City desires to engage the Consultant, and the Consultant agrees to provide such services, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Scope of Services. The Consultant shall provide professional consulting services to the City for the Comprehensive Cost of Services Study for Development-Related User Fees within Build

Mobile (the "Project"), including project management, user fee design, user fee analysis, cost-of-service analysis, and preparation of all required Deliverables related to permit fees, regulatory fees, inspection fees, plan review fees, and other development-related service fees.

The services shall be performed in accordance with Exhibit A (Scope of Services & Project Schedule) attached hereto and incorporated herein by reference. In the event of any inconsistency between Exhibit A and this Agreement, the terms of this Agreement shall control.

Without limiting the foregoing, the Consultant's services shall include, at a minimum:

1. Preparation of a comprehensive written report detailing methodology, assumptions, analysis, findings, and recommendations;

2. Development and delivery of a fully functional, fully editable, and fully transparent fee model, including all supporting calculations and data inputs, which:

    (a) contains no locked, hidden, or protected cells;

    (b) contains no external links, proprietary dependencies, or inaccessible formulas;

    (c) contains no macros, scripts, or embedded code that are not fully disclosed and accessible to the City;

    (d) clearly identifies all inputs, assumptions, calculations, and outputs;

    (e) is capable of being independently used, modified, and updated by City staff without assistance from the Consultant; and

    (f) includes all underlying calculations and supporting work papers necessary to understand and replicate the results.

    (g) does not require any external data connections, links, or ongoing integration with Consultant systems;

3. Documentation of all assumptions, methodologies, and data sources used in the analysis;

4. Presentation of findings to City staff and elected officials, and other governing bodies as reasonably requested by the City, including reasonable in-person attendance for significant meetings if requested by the City. If Consultant is required to travel for

provision of Services, Consultant will obtain prior written authorization from City for reimbursement of actual expenses.

5. Provision of training or guidance to City staff sufficient to allow the City to understand and utilize the model and results;

6. Preparation of all Deliverables in a manner that is transparent, reproducible, and capable of being clearly explained and defended to City staff, elected officials, and the public.

All Deliverables shall meet all applicable requirements set forth in Exhibit A, and any failure to meet such requirements shall constitute a failure to perform under this Agreement.

B. Standard of Care. The Consultant shall perform all professional services under this Contract with the professional skill, care, diligence, and competence ordinarily exercised by similarly situated professionals performing similar services under comparable circumstances.

C. Performance of Services. The Consultant shall diligently and timely furnish all labor, materials, and professional services necessary to perform the Project in accordance with this Agreement and Exhibit A. The Consultant shall be responsible for the completeness, accuracy, and internal consistency of all analyses, models, assumptions, and recommendations prepared under this Agreement.

The Consultant shall not include any proprietary restrictions, limitations, or conditions on the City's access to or use of the Deliverables. All Deliverables shall be provided in formats fully accessible to and usable by the City without restriction.

All Deliverables shall be complete, internally consistent, and sufficient to allow the City and any third party to independently understand, evaluate, and replicate the results without reliance on the Consultant. The Consultant shall ensure that all Deliverables, including the written report and the fee model, are fully consistent with one another. In the event of any discrepancy, the Consultant shall promptly correct such discrepancy at no additional cost to the City. Partial, incomplete, or preliminary Deliverables shall not be considered compliant with this Agreement unless expressly accepted in writing by the City.

The Consultant shall not incorporate into any Deliverable any third-party software, tool, license restriction, or proprietary element that limits the City's ability to access, use, modify, or rely upon the Deliverable without additional cost or permission, unless expressly approved in writing by the City.

All Deliverables shall be provided in fully editable, non-proprietary formats acceptable to the City, and no Deliverable shall be provided in a format that restricts the City's ability to access, modify, or use the Deliverable.

D. Project Manager. The Executive Director of Build Mobile, or her designated representative, shall serve as the City's Project Manager and shall coordinate with the Consultant regarding the performance of services under this Contract.

E. Methodology, Data, and Technical Support. The Consultant shall prepare all analyses, models, and recommendations using generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies.

The Consultant acknowledges that the City will provide certain data and information for use in the study. While the Consultant may rely on such data, the Consultant shall:

1. Review such data for reasonableness and internal consistency;

2. Identify any material gaps, inconsistencies, or assumptions in the data; and

3. Notify the City in writing of any issues that may materially affect the accuracy or reliability of the study.

4. Independently evaluate and validate key assumptions used in the analysis and identify any assumptions that materially impact the results.

5. Clearly identify and explain any adjustments, allocations, rounding, or normalization applied to the data or results.

6. Clearly identify all assumptions used in the analysis, including any assumptions not directly derived from City-provided data.

The Consultant shall not rely on incomplete or obviously inaccurate data without first notifying the City and obtaining direction. The Consultant shall not disclaim or limit responsibility for the results of the study based solely on data provided by the City where the Consultant has failed to identify or raise concerns regarding such data as required herein.

Upon request by the City, the Consultant shall provide timely clarification and explanation of the methodologies, assumptions, and calculations used in the preparation of the study, including participation in meetings, which may occur virtually or in person as reasonably requested by the City, with City staff, elected officials, or the public as reasonably necessary to explain and support

the study findings, including the ability to explain how specific fees were calculated in clear, non-technical terms.

Such clarification, explanation, and participation shall be considered part of the Consultant's basic services and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

G. Ownership of Work Product. All Deliverables and work product prepared or provided by the Consultant under this Agreement shall be the sole and exclusive property of the City. The Consultant hereby irrevocably assigns to the City all rights, title, and interest in and to such Deliverables, including all intellectual property rights.

The Consultant shall not assert any ownership interest in the Deliverables and shall not restrict the City's use, modification, reproduction, or distribution of the Deliverables for any governmental purpose.

The Consultant may retain copies of the Deliverables for its records but shall not use, reproduce, or distribute the Deliverables for any other client or purpose without the prior written consent of the City.

II. TERM OF AGREEMENT

This Contract shall commence upon execution by the last party hereto (the "Effective Date") and shall remain in effect until the Services have been fully performed and all Deliverables have been submitted and expressly accepted in writing by the City. Submission of Deliverables alone shall not constitute completion of the Services. Completion shall occur only upon written acceptance by the City in accordance with the requirements of this Contract and Exhibit A, unless earlier terminated as provided herein or extended by written amendment approved by the City.

The Consultant shall perform the Services and deliver all Deliverables in strict accordance with the deadlines set forth in Exhibit A, as may be adjusted only by written amendment executed by the City and the Consultant. Failure to meet any such deadline shall constitute a material breach and default under this Contract and may result, in the City's sole discretion, in rejection of Deliverables, withholding of payment, or termination of this Contract. The City shall have no obligation to accept, approve, or pay for any Deliverables that are not submitted in accordance with the deadlines set forth in Exhibit A or that otherwise fail to comply with the requirements of this Contract.

No delay, act, or omission by the City, including but not limited to review of Deliverables, coordination among departments, or provision of data, shall be deemed to extend the time for

performance or constitute a basis for additional compensation, unless expressly approved in a written amendment executed by the City and the Consultant.

In no event shall this Contract extend beyond one hundred fifty (150) calendar days from the Effective Date, unless expressly extended by written amendment executed by the City and the Consultant. Time is of the essence with respect to all obligations under this Contract. Failure to achieve completion within this period shall constitute a material breach and default under this Contract.

III. COMPENSATION

A. The City shall pay the Consultant for Services performed under this Contract an amount not to exceed $60,490.00 (Sixty Thousand Four Hundred Ninety and 00/100 Dollars) for the entire Project, in accordance with the Fee Schedule attached hereto as Exhibit B and incorporated herein by reference. Payment shall be made only for Services actually performed and Deliverables submitted and accepted in writing by the City, upon submission of properly itemized invoices and supporting documentation in a form acceptable to the City, as determined in the City's sole discretion, and in accordance with the terms of this Contract.

No payment shall be due for partially completed Services or Deliverables unless expressly authorized in writing by the City. Progress payments or percentage-of-completion payments are not permitted unless specifically set forth in Exhibit B. The City shall have no obligation to pay for any Services or Deliverables that are incomplete, deficient, noncompliant, untimely, or not accepted in writing by the City.

The contract price may include a contingency amount for unanticipated work necessary to complete the Services within the original scope of this Contract. Any use of contingency funds must be authorized in writing by the City's Executive Director of Build Mobile prior to the performance of such work, and no contingency funds shall be expended without such prior written approval.

The Consultant acknowledges that the contract amount constitutes full compensation for all Services, including all labor, overhead, administrative costs, coordination, revisions, virtual meetings, and support required under this Contract. No additional compensation shall be due unless expressly authorized by written amendment executed by the City and the Consultant.

B. Notwithstanding the foregoing, the Consultant shall perform no Services under this Contract until receipt of a written Notice to Proceed issued by the City. The Consultant acknowledges and agrees that no compensation shall be due for any Services performed prior to the issuance of a Notice to Proceed.

The Consultant further acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and that the City may elect, in its sole discretion, to issue no Notice to Proceed. The City reserves the right, in its sole discretion, to amend, suspend, reduce, or cancel any Notice to Proceed at any time.

The City shall have no obligation to pay for any Services performed outside the scope of this Contract or not authorized in writing by the City. No course of conduct, communication, or performance by the Consultant shall entitle the Consultant to any additional or implied compensation, equitable adjustment, or other payment unless expressly authorized in a written amendment executed by the City and the Consultant.

IV. METHOD OF PAYMENT

A. The City shall pay the Consultant only upon receipt of a properly submitted invoice and written approval of the invoice by the City's Executive Director of Build Mobile, or her designated representative, confirming that the Services billed have been fully performed in accordance with the requirements of this Contract and that the applicable Deliverables have been submitted and expressly accepted in writing by the City.

B. The Consultant shall submit invoices to the City only for Services actually and fully performed in accordance with Exhibit B (Fee Schedule) attached hereto and incorporated herein by reference. Each invoice shall clearly identify the Services performed, the applicable Deliverables, and the corresponding line items from the Fee Schedule. Invoices that do not strictly comply with the requirements of this Contract may be rejected in the City's sole discretion.

C. Invoices submitted by the Consultant shall be in a form satisfactory to the Executive Director of Build Mobile, as determined in the City's sole discretion, and shall include sufficient detail and supporting documentation to allow the City to verify that the Services billed were properly performed and that all Deliverables meet the requirements of this Contract. The Executive Director of Build Mobile shall have the right to approve, reject, or request additional information regarding any invoice prior to initiating payment. The City shall have no obligation to process or pay any invoice until all requested supporting information has been provided.

D. The City reserves the right to withhold payment, in whole or in part, for any Services that are not performed in accordance with this Contract, for incomplete, deficient, noncompliant, or untimely Deliverables, or for any amounts disputed in good faith by the City. The Consultant shall promptly correct any deficiencies identified by the City at no additional cost, and no payment shall be due until such deficiencies have been corrected to the satisfaction of the City.

E. Payment by the City shall not constitute acceptance of Services or Deliverables, nor shall it be deemed a waiver of any rights or remedies available to the City under this Contract or applicable law.

F. Approved invoices shall be paid within 30 days of receipt. s. The Consultant acknowledges that such procedures are subject to governmental budgeting, appropriation, and payment processes, and that payment shall be subject to availability of appropriated funds unless expressly required by applicable law, and no interest, late fees, or finance charges shall accrue unless expressly authorized by law.

V. CHANGES IN SERVICES AND ADDITIONAL SERVICES

A. Written Amendments Required. No changes to this Contract, including any changes to the scope of Services, Deliverables, schedule, or compensation, shall be made unless such changes are set forth in a written amendment executed by the City's authorized representative and the Consultant.

B. Authorization of Additional Services. If the City's Executive Director of Build Mobile determines that additional services related to the Project are required, the Consultant may be authorized to perform such additional services only after the parties have agreed in writing to the scope of the additional services and the corresponding compensation. Any such additional services and compensation shall be incorporated into this Contract by written amendment executed by both the City and the Consultant prior to the commencement of the additional services.

The City shall have no obligation to pay for any additional services performed prior to execution of such written amendment, regardless of whether the City had knowledge of, requested, or received the benefit of such services.

Notwithstanding the foregoing, no additional compensation shall be paid for services required as a result of any error, omission, or negligence, or failure of the Consultant to comply with the requirements of this Contract**.**

No course of conduct, oral direction, email communication, meeting discussion, or other informal communication shall be construed as authorization for additional services or compensation, nor shall any such actions give rise to any implied or constructive change, unless confirmed in a written amendment to this Contract executed by the City.

C. Revisions and Coordination. The Consultant acknowledges that the Services contemplated under this Contract include reasonable coordination with City staff and timely revisions to draft

Deliverables. Such coordination, revisions, clarifications, presentations, and responses to questions from City staff, elected officials, or the public shall be considered part of the Consultant's basic Services under this Contract and shall not entitle the Consultant to additional compensation unless such services are determined by the City, in its sole discretion, to materially expand the scope of work and are authorized in advance by written amendment to this Contract.

D. City Review and Coordination. The Consultant acknowledges that the City's review of draft materials, internal coordination among departments, and review by elected officials may require additional time. Such review periods shall not constitute a delay, change in scope, or constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

VI. LIABILITY OF CONSULTANT

A. Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify, hold harmless, protect, and exonerate the City of Mobile, Alabama, and its officers, officials, employees, agents, and representatives (collectively, the "City") from and against any and all claims, demands, suits, actions, damages, losses, liabilities, judgments, awards, liens, costs, expenses, and attorneys' fees, but only to the extent caused by the negligent acts, errors, omissions, breach of contract, or other wrongful conduct of the Consultant, its officers, employees, agents, subcontractors, suppliers, or any person or entity for whom the Consultant is legally responsible, arising out of or related to the performance of Services under this Contract. This indemnification obligation includes, without limitation, the costs of enforcing this provision.

This obligation applies to claims for personal injury, bodily injury, sickness, disease, death, damage to property (including loss of use), economic loss, violations of third-party rights, and includes all costs of defense, including reasonable attorneys' fees.

The Consultant's duty to defend shall apply immediately upon written notice from the City and shall continue until final resolution of the claim; provided, however, that the City shall retain the right to participate in or assume control of the defense of any claim, at its sole discretion.
Notwithstanding the foregoing, nothing in this Contract shall be construed to require the Consultant to indemnify or defend the City for the City's negligence, consistent with applicable Alabama law.

The Consultant represents that it is not a design professional within the meaning of § 41-9A-3, Code of Alabama (1975). The obligations of the Consultant under this Section shall not be limited by the availability or amount of any insurance maintained by the Consultant.

Consultant shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of City's provision of inaccurate data, or changing laws, regulations, political conditions. To the extent permitted by law, except for actions or claims resulting from Consultant's gross negligence or intentional or willful misconduct, Consultant's total aggregate liability to City shall be limited to the amount of compensation paid by City to Consultant under this Agreement in the twelve (12) months prior to the action giving rise to liability.

B. Limitation on Consultant Recovery. In no event shall the Consultant be entitled to recover from the City any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of business, or loss of opportunity, arising out of or relating to this Agreement, regardless of the theory of liability.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

VII. CONSULTANT'S INSURANCE.

The Consultant shall procure and continuously maintain at its sole cost and expense Professional Liability Insurance (Errors and Omissions) covering the professional services performed under this Contract. The insurance required under this Section shall not be construed to limit the Consultant's liability under this Contract.

A. Professional Liability Coverage. The Consultant shall maintain Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate covering claims arising out of negligent acts, errors, or omissions in the performance of professional services under this Contract.

B. Claims-Made Coverage. If the Professional Liability policy is written on a claims-made basis, the policy shall have a retroactive date prior to the Effective Date of this Contract and shall be continuously maintained in full force and effect during the term of this Contract and for a period of not less than two (2) years after completion of the services under this Contract, either through renewal of the policy or the purchase of an extended reporting period. There shall be no lapse or gap in coverage.

C. Certificates of Insurance. The Consultant shall provide the City with a certificate of insurance in standard ACORD format evidencing the required Professional Liability coverage prior to commencing services under this Contract. The certificate shall identify the Project name and list the City of Mobile as certificate holder as follows:

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

Upon request, the Consultant shall provide copies of applicable insurance policies or endorsements evidencing compliance with this Section.

D. Cancellation or Material Change. The Consultant shall provide the City with not less than thirty (30) days' prior written notice, or as much notice as is reasonably available, of any cancellation, non-renewal, or material reduction in coverage of the required insurance. Failure to maintain the required insurance shall constitute a material breach of this Contract.

E. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention under the Professional Liability policy shall be the sole responsibility of the Consultant and shall be subject to prior written approval by the City.

F. Insurer Qualifications. All insurance required under this Contract shall be placed with insurers authorized to do business in the State of Alabama and having a minimum A.M. Best rating of A- VII or better.

G. No Limitation of Liability. The insurance requirements set forth herein shall not be construed to limit or restrict the liability of the Consultant under this Contract.

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. Personnel Qualifications. The personnel assigned by the Consultant to perform the Services under this Contract shall comply with the terms set forth herein. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution of key personnel shall require the prior written approval of the City's Executive Director of Build Mobile. Any proposed replacement personnel shall be reasonably comparable in experience and qualifications to the personnel originally assigned to the Project.

B. Subconsultants. The Consultant shall not engage any subcontractors or subconsultants without the prior written approval of the City. The Consultant shall be fully responsible for the acts, errors, omissions, and performance of all subcontractors and subconsultants and shall ensure that all such parties comply with the terms and conditions of this Agreement. No subcontracting shall relieve the Consultant of any obligation under this Agreement.

C. Communication and Responsiveness. The Consultant shall respond to communications from the City within three (3) working days, unless a shorter response time is specified by the City or circumstances reasonably require a more immediate response. Failure to comply with this requirement may be considered a material failure to perform under this Contract. The Consultant shall also promptly notify the City of any issue, delay, or circumstance that may affect the performance of Services or the timely delivery of Deliverables.

D. Anti-Contingent Fee Certification. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract. A breach of this provision shall constitute grounds for termination of this Contract and recovery of any amounts paid by the City.

E. Professional Conduct. The Consultant agrees that it and its employees shall communicate with City employees and members of the public in a professional and civil manner. All aspects of the Consultant's performance under this Contract, including complaints received from City employees or members of the public, may be considered by the City in determining whether to renew, suspend, or terminate this Contract. Unprofessional conduct or failure to maintain appropriate standards of communication may constitute a breach of this Contract. The City further reserves the right to suspend or debar the Consultant from consideration for future contracts in accordance with applicable Alabama law.

F. Compliance With Laws. The Consultant shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of Services under this Contract and shall not discriminate on the basis of race, color, religion, sex, national origin, or any other classification protected by law.

G. Records, Audit, and Inspection. The Consultant shall maintain complete and accurate books, records, documents, and other evidence directly pertaining to or connected with the Services performed under this Contract. Such records shall be maintained for a period of five (5) years after final payment and shall be made available for inspection, audit, and copying by the City or its authorized representatives during normal business hours upon reasonable notice, or without notice where reasonably necessary to protect the City's interests. These requirements shall also apply to any subcontractors or subconsultants engaged by the Consultant. The City shall have the right to audit, test, and validate any models, calculations, or methodologies used in the preparation of the Deliverables.

H. Independent Contractor Status. The Consultant is, and shall remain, an independent contractor in the performance of all work, Services, and activities under this Contract. The Consultant is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in work performed pursuant to this Contract shall be under the sole direction, supervision, and control of the Consultant. The Consultant shall be solely responsible for providing compensation, benefits, and insurance for its employees. The Consultant shall have no authority to bind the City to any agreement or obligation. The Consultant shall be solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

I. Support of Study Findings. Upon reasonable request by the City, the Consultant shall provide reasonable assistance to the City in explaining and supporting the analyses, methodologies, and conclusions contained in the study prepared under this Agreement. Such assistance may include participation in virtual meetings and reasonable in-person meetings with City staff, elected officials, governing bodies, or members of the public, and providing clarification of the methodologies, assumptions, and calculations used in the preparation of the study. The Consultant shall make reasonable efforts to be available for such support within the timeframe requested by the City. Failure to provide such support may be considered a material failure to perform under this Contract. If Consultant is required to travel for provision of Services, Consultant must obtain prior written authorization from City for reimbursement of actual expenses.

Any such assistance requested by the City within one (1) year after delivery of the final report shall be considered part of the Consultant's Services under this Agreement and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

J. Public Records and Confidentiality. The Consultant acknowledges that the City is subject to Alabama public records laws. All Deliverables and materials provided under this Agreement may be subject to disclosure.

The Consultant shall clearly identify any information it considers confidential at the time of submission; however, the City makes no representation that such information will be exempt from disclosure.

The Consultant shall not include any confidential, proprietary, or restricted information in Deliverables unless necessary for performance of the Services and approved by the City.

Nothing in this Section shall be construed to limit the City's obligations under applicable public records laws.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Consultant shall commence work upon receipt of a written Notice to Proceed issued by the City and shall not begin work prior to such notice.

The Consultant shall diligently and timely perform the Services in strict accordance with the requirements of this Contract and shall complete the Project in strict accordance with the Project Schedule set forth in Exhibit A, attached hereto and incorporated herein by reference. Failure to perform in accordance with the Project Schedule shall constitute a material breach and default under this Contract.

Completion of the Project shall occur only upon the delivery of all required reports, analyses, models, and other Deliverables set forth in Exhibit A and written acceptance of such Deliverables by the City.

The Consultant shall promptly notify the City in writing of any circumstance that may materially affect the schedule for performance of the Services. Such notice shall not relieve the Consultant of its obligation to perform in accordance with the Project Schedule unless an adjustment to the schedule is expressly approved in a written amendment to this Contract executed by the City.

No delay, act, or omission by the City, including but not limited to review of Deliverables or coordination among departments, shall be deemed to extend the Project Schedule or constitute a basis for additional compensation unless expressly authorized by written amendment to this Contract.

The Consultant acknowledges that the City's review of draft materials and internal coordination among departments may require additional time, and such review periods shall not constitute a delay in performance, a change in scope, or a constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

X. FORCE MAJEURE

Neither party shall be considered in default of its obligations under this Contract to the extent that performance is prevented or delayed by events beyond the reasonable control of the affected party and not caused by the negligence, fault, or failure to act of the affected party, including but not limited to acts of God, hurricanes, floods, fires, epidemics, war, terrorism, civil disturbances, or governmental orders ("Force Majeure Event").

The party affected by a Force Majeure Event shall provide prompt written notice to the other party of the nature of the event, the anticipated duration of the delay, and the steps being taken to mitigate the impact of the event. Failure to provide such notice within a reasonable time shall preclude the affected party from claiming relief under this Section to the extent the other party is prejudiced thereby.

The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable, including continuing to perform any portions of the Services not affected by the Force Majeure Event.

A Force Majeure Event shall excuse performance only for the duration and to the extent of the impact of the event and shall not entitle the Consultant to any additional compensation, equitable adjustment, or other payment. The Consultant shall not be entitled to payment for Services not performed as a result of a Force Majeure Event.

Any adjustment to the Project Schedule resulting from a Force Majeure Event must be approved in writing by the City and only to the extent directly attributable to the Force Majeure Event.

If a Force Majeure Event continues for a period of more than sixty (60) days, the City may, upon written notice, terminate this Contract without further obligation, except for payment for Services properly performed and accepted prior to the effective date of termination.

XI. OBLIGATIONS OF CITY

A. City Representative. The City shall designate a Department Head or other authorized representative to act on behalf of the City with respect to this Agreement. Such representative shall have authority to transmit instructions, receive information, and communicate the City's policies and decisions regarding the Services under this Agreement. The City's representative shall not have authority to amend or modify the terms of this Contract, including scope, schedule, or compensation, except through a written amendment executed by an authorized signatory of the City.

B. Information and Data. The City shall make available to the Consultant such information and technical data in the City's possession or control as the City reasonably determines is necessary for the Consultant to perform the Services under this Agreement. The Consultant may rely upon such information and data; however, the Consultant shall exercise appropriate professional judgment in the use of such information and shall promptly notify the City of any errors, omissions, or inconsistencies discovered. The City makes no representations or warranties as to the accuracy or completeness of such information or data. The Consultant's reliance on such information shall not relieve the Consultant of its obligations under this Contract. The City shall

have no liability for any errors, omissions, or inaccuracies in such information or data, and the Consultant's reliance thereon shall not relieve the Consultant of its obligations under this Agreement.

C. Contract Administration. The City's designated representative shall administer this Agreement on behalf of the City and shall perform such administrative functions as are reasonably necessary for the implementation of this Agreement, including but not limited to:

1. Review and approval or rejection of Consultant payment requests; and

2. Periodic review of the Consultant's work and Deliverables during the term of this Agreement.

Any review, approval, acceptance, or payment by the City shall not relieve the Consultant of its responsibility to perform the Services in accordance with this Contract, nor shall it be deemed a waiver of any rights or remedies available to the City.

XII. TERMINATION

A. Termination for Convenience. The City may terminate this Contract at any time upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, the City shall pay the Consultant for Services properly performed and Deliverables accepted by the City up to the effective date of termination. Such payment shall constitute full compensation, and the Consultant shall not be entitled to any additional compensation, including lost profits, overhead on unperformed work, demobilization costs, or consequential damages.

B. Termination for Default. Any material failure of the Consultant to perform in accordance with the requirements of this Contract, as determined by the City and documented by the City's Executive Director of Build Mobile, shall constitute a default and sufficient grounds for termination.

1. For defaults that are curable, as determined by the City, the Consultant shall be notified in writing and shall have ten (10) working days from receipt of such notice to cure the default, or such shorter period as the City determines is reasonably necessary under the circumstances.

2. For defaults that are not curable, as determined by the City, the City may terminate this Contract upon written notice effective on a date specified by the City.

C. Conversion to Termination for Convenience. If a termination for default is determined to be improper or invalid for any reason, such termination shall be deemed to be a termination for convenience pursuant to Section XII.A.

D. Mutual Termination. The parties may mutually agree to terminate this Contract; however, any such termination must be confirmed in a written agreement executed by the City. In such event, the City shall pay the Consultant for Services properly performed and Deliverables accepted prior to the effective date of termination.

E. Abandonment of Services. If the Consultant abandons performance of the Services under this Contract, the City may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating its intent to do so. In such event, the City may take such actions as it deems necessary to secure completion of the Services. Payment for Services properly performed and Deliverables accepted prior to abandonment shall be made in accordance with this Section.
The Consultant shall submit all outstanding invoices within one hundred eighty (180) days following termination. Invoices submitted after this period may be rejected by the City.

F. Consultant Termination Rights. The Consultant may terminate this Contract only if the City fails to pay a properly submitted and undisputed invoice within ninety (90) calendar days after approval by the City's Executive Director of Build Mobile, or if the Project is suspended by the City for a continuous period exceeding ninety (90) calendar days. The Consultant shall have no right to suspend or delay performance of the Services pending any such termination.

G. Right to Withhold Payment. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City may withhold payment, in whole or in part, if:

1. The quality of the Consultant's work does not conform to the requirements of this Contract;

2. The quantity of work delivered does not correspond to the Consultant's payment request;

3. Claims have been made, or are likely to be made, against the City or its property arising from the Consultant's work;

4. The Consultant has caused damage to the City or a third party; or

5. The Consultant has failed or refused to perform any obligation under this Contract.

The City's exercise of its right to withhold payment shall not waive any other rights or remedies available under this Contract or applicable law.

H. Transition and Delivery of Work Product. Upon termination of this Contract for any reason, the Consultant shall promptly deliver to the City all work product, Deliverables, data, reports, and materials prepared under this Contract, whether complete or in progress, and shall reasonably cooperate with the City to facilitate an orderly transition of the Services. The Consultant shall not withhold any such materials pending payment or for any other reason.

XIII. DISPUTE RESOLUTION

A. Informal Resolution. In the event of a dispute or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the dispute through direct discussions between authorized representatives of the parties. If the dispute is not resolved within thirty (30) calendar days after written notice of the dispute by either party, either party may pursue any remedies available at law or in equity.

B. Litigation and Venue. If the dispute cannot be resolved through direct discussions, any dispute, action, or proceeding arising out of or relating to this Agreement shall be exclusively brought in the state courts located in Mobile County, Alabama, or, where proper subject matter jurisdiction exists, in the United States District Court for the Southern District of Alabama. Each party irrevocably submits to the jurisdiction of such courts and waives any objection based on improper venue, lack of personal jurisdiction, or forum non conveniens. The parties agree that no mediation or arbitration shall be required as a condition precedent to litigation unless expressly agreed to in writing by the City.

C. Waiver of Jury Trial. To the fullest extent permitted by law, the Consultant knowingly, voluntarily, and intentionally waives any right to trial by jury in any litigation arising out of or relating to this Agreement.

D. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles.

E. Continued Performance. Unless otherwise directed in writing by the City, the Consultant shall continue to perform its obligations under this Agreement during the pendency of any dispute or claim arising under this Agreement. The existence of a dispute, including any dispute regarding payment, shall not relieve the Consultant of its obligation to continue performance unless this Contract is terminated in accordance with Section XII. Failure to continue performance as required by this Section shall constitute a material breach of this Contract. The Consultant shall not suspend, delay, or withhold performance of Services for any reason, including any dispute regarding payment, unless this Agreement is terminated in accordance with Section XII.

XIV. CONSULTANT WARRANTY / STANDARD OF CARE

A. Professional Services Standard. The Consultant shall perform all Services under this Agreement using that degree of care, skill, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances. All Services shall be performed by qualified personnel in a professional and workmanlike manner.

B. Compliance With Contract Requirements. The Consultant shall perform the Services in strict accordance with the scope of services, specifications, and requirements set forth in this Agreement and its exhibits. The City shall have the right to reject any Services or Deliverables that do not conform to such requirements.

C. Compliance With Laws. The Consultant shall perform all Services in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

D. Correction of Deficient Services. If the City determines that any Services or Deliverables do not conform to the requirements of this Agreement, the City shall provide written notice describing the deficiency. Upon receipt of such notice, the Consultant shall, within a timeframe specified by the City, promptly correct or re-perform the deficient Services at no additional cost to the City. The Consultant's obligation to correct deficient Services shall apply notwithstanding any prior review, approval, acceptance, or payment by the City.

E. Methodology Support of Study Findings. The Consultant represents that the analyses, models, assumptions, and recommendations contained in the study prepared under this Agreement are based upon generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies and are internally consistent and supported by the underlying data and calculations.

Upon reasonable request by the City, the Consultant shall provide clarification and explanation of the methodologies, assumptions, and calculations used in the preparation of the study, including participation in virtual meetings and reasonable in-person meetings with City staff, elected officials, governing bodies, or members of the public to explain and support the study findings.

Any such assistance requested by the City within one (1) year after delivery of the final report shall be considered part of the Consultant's Services under this Agreement and shall not entitle the Consultant to additional compensation unless expressly authorized in a written amendment to this Contract.

F. Certification of Accuracy. Upon delivery of the final report, the Consultant shall certify in writing that, to the best of its knowledge and professional judgment, the analyses, models, assumptions, and conclusions contained in the Deliverables are accurate, internally consistent, and prepared in accordance with generally accepted professional standards applicable to governmental cost-of-service and user fee studies.

XV. SUSPENSION/STOP WORK ORDER

A. Suspension of Services. The City may, at any time, by written notice to the Consultant, require the Consultant to temporarily suspend all or part of the Services under this Agreement. Upon receipt of such notice, the Consultant shall immediately comply with the terms of the suspension, shall cease performance of the suspended Services, and shall continue performance of any non-suspended Services unless otherwise directed by the City. The Consultant shall take all reasonable steps to minimize costs and protect and preserve all work product, Deliverables, and materials during the period of suspension.

B. Resumption of Services. The Consultant shall not resume suspended Services until directed to do so in writing by the City. Any resumption of Services shall be subject to the terms of this Contract and any written direction issued by the City.

C. City Options During Suspension. The City may, at its option, cancel the suspension and direct the Consultant to resume Services, adjust the Project Schedule, or terminate this Agreement in accordance with the termination provisions contained herein.

D. Compensation During Suspension. Unless otherwise expressly authorized in a written amendment executed by the City and the Consultant, the Consultant shall not be entitled to any additional compensation, damages, equitable adjustment, or costs arising out of or related to the suspension of Services. The City shall only be obligated to pay for Services properly performed and Deliverables accepted prior to the effective date of suspension, and for any Services expressly authorized in writing during the suspension period.

E. Extended Suspension. If the suspension continues for more than ninety (90) calendar days, the Consultant may submit a written request that the City either authorize resumption of the Services or terminate this Agreement. Any decision to resume Services, adjust the Project Schedule, or terminate this Agreement shall be at the sole discretion of the City. The Consultant shall not be entitled to terminate this Agreement or recover any additional compensation as a result of such suspension.

XVI. NOTICES

A. Designated Representatives. The City's authorized representative for purposes of this Agreement shall be:

City: City of Mobile
c/o Shayla Beaco
Chief of Building and Planning
205 Government Street
Mobile, Alabama 36602
shayla.beaco@cityofmobile.gov

Consultant: MGT Impact Solutions, LLC
c/o A. Trey Traviesa, CEO
Consultant's Authorized Agent
4320 West Kennedy Blvd.
Tampa, FL 33609

B. Method of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered:

1. By hand delivery;
2. By United States certified mail, return receipt requested, postage prepaid;
3. By a nationally recognized overnight delivery service; or
4. By electronic mail (email), provided that confirmation of transmission or receipt is obtained.

C. Effective Date of Notice. Notices shall be deemed effective:

- Upon delivery, if delivered by hand;
- Three (3) business days after deposit in the United States mail;
- One (1) business day after deposit with an overnight delivery service; or
- On the date of transmission, if sent by email with confirmation of transmission or receipt.
- Refusal to accept delivery, failure to claim mailed notice, or failure to acknowledge receipt of email shall not invalidate the effectiveness of such notice.

D. Change of Address or Representative. Either party may change its designated representative or address for notice by providing written notice in accordance with this Section. Such change shall not be effective until receipt of such notice by the other party.

XVII. DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

1. Failure of the Consultant to materially perform the Services in accordance with the terms of this Agreement;

2. Failure to meet required deadlines or schedules in accordance with the Project Schedule;

3. Failure to perform the Services in accordance with the professional standard of care set forth in this Agreement;

4. Failure to comply with applicable federal, state, or local laws or regulations;

5. Misrepresentation, falsification, or material omission of information provided to the City;

6. Failure to procure or maintain required insurance coverage;

7. Unauthorized assignment or transfer of this Agreement or any interest herein;

8. Failure to correct deficiencies or cure a default after receiving written notice from the City and expiration of any applicable cure period; or

9. Failure to comply with any other material obligation under this Agreement.

XVIII. CITY REMEDIES

Upon the occurrence of a default, the City may, in its sole discretion, exercise any rights or remedies available under this Agreement or at law or in equity, including but not limited to:

1. Requiring the Consultant to cure the default within a specified period;

2. Performing or arranging for performance of the Services and recovering from the Consultant all reasonable costs and expenses thereof, including administrative, legal, and related costs incurred by the City;

3. Terminating the Agreement in accordance with the termination provisions contained herein;

4. Seeking recovery of all damages resulting from the default;

5. Withholding payment of any sums otherwise due under this Agreement until the default has been cured to the satisfaction of the City; and

6. Offsetting any amounts owed by the Consultant against any amounts otherwise due to the Consultant under this Agreement or any other agreement with the City.

The rights and remedies of the City set forth herein are cumulative and in addition to any other rights or remedies available at law or in equity.

Failure of the City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision thereafter, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

XIX. FUTURE CONTRACT ELIGIBILITY

Failure of the Consultant to perform in accordance with the terms and conditions of this Agreement, including failure to meet schedule requirements, provide acceptable Deliverables, or comply with applicable laws and Contract requirements, may be considered by the City in evaluating the Consultant's responsibility, qualifications, and past performance for purposes of future contract awards.

Such performance issues may also be considered by the City in determining whether to suspend or debar the Consultant from participation in future City contracts, in accordance with applicable Alabama law and City policies. Any such determination shall be made in accordance with applicable procedures and due process requirements.

XX. PEER REVIEW

The City reserves the right, at its sole discretion, to engage independent experts to conduct peer reviews of the analyses, methodologies, models, assumptions, calculations, and recommendations prepared under this Agreement.

The Consultant shall fully cooperate with such review, including providing prompt and complete access to all relevant documentation, data, work papers, calculations, assumptions, and electronic models used in the preparation of the Deliverables, in a format reasonably requested by the City.

The Consultant shall, at no additional cost to the City, promptly respond to reasonable comments and questions arising from such peer review and shall correct, revise, or supplement the Deliverables as necessary to address any deficiencies identified that reflect non-compliance with the requirements of this Agreement.

The cost of any peer review conducted by the City shall be borne by the City; however, the Consultant shall not be entitled to any additional compensation, equitable adjustment, or extension of time as a result of such peer review unless expressly authorized in a written amendment to this Contract.

Peer review by the City or its consultants shall not relieve the Consultant of its responsibility for the accuracy, completeness, or compliance of the Services or Deliverables under this Agreement.

XXI. ANTI-BOYCOTT CERTIFICATION

Pursuant to Ala. Code § 41-16-5, the Consultant represents and certifies that it is not currently engaged in, and agrees that for the duration of this Agreement it will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, as defined in § 41-16-5, Code of Alabama (1975). The Consultant acknowledges that a breach of this certification may result in termination of this Agreement and any other remedies available under applicable law.

XXII. NON-DISCRIMINATION

The Consultant shall comply with all applicable federal, state, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034.

Without limiting the foregoing, the Consultant shall not discriminate on the basis of race, creed, color, national origin, disability, or any other classification protected by law, shall require all subcontractors to comply with the same requirements, and shall make every reasonable effort to ensure that fifteen percent (15%) of the work performed under this Agreement is awarded to socially and economically disadvantaged individuals and business entities, in accordance with applicable law and City policy.

Failure to comply with this Section may constitute a material breach of this Agreement.

XXIII. COMPLIANCE WITH IMMIGRATION LAW

By entering into this Agreement, the Consultant represents and certifies that, for the duration of this Agreement, it will not violate federal immigration law and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Pursuant to Ala. Code § 31-13-9, if the Consultant employs one or more employees within the State of Alabama, the Consultant shall provide documentation establishing that it is enrolled in the E-Verify program and shall maintain such enrollment for the duration of this Agreement.

The Consultant shall require all subcontractors performing work under this Agreement to comply with the requirements of this Section.

A violation of this Section shall constitute a material breach of this Agreement, and the Consultant shall be responsible for all damages resulting therefrom, in addition to any other remedies available to the City under this Agreement or applicable law.

XXIV. MISCELLANEOUS

A. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party.

B. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and does not create any rights, privileges, or causes of action in any third party. Notwithstanding the foregoing, the parties acknowledge that Deliverables are intended to be relied upon by the City and may be disclosed to and relied upon by third parties for governmental, regulatory, and policy purposes without creating contractual privity or limiting the Consultant's obligations under this Agreement.

C. Time of the Essence. Time is of the essence with respect to each and every aspect of the Consultant's performance under this Contract.

D. Cumulative Remedies. The rights and remedies of the City provided under this Agreement are cumulative and in addition to any other rights and remedies available at law or in equity.

E. Joint and Several Liability. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Agreement.

F. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

G. Authority. The parties represent and warrant that they are duly authorized to enter into and perform this Agreement and that the individuals executing this Agreement have full authority to bind the respective parties.

H. No Waiver by Payment or Acceptance. The City's review, approval, acceptance of, or payment for Services shall not constitute a waiver of any rights or remedies under this Agreement.

I. Headings. Section and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.

J. Independent Drafting. This Agreement has been reviewed and negotiated by both parties, and no provision shall be construed against either party as the drafter.

K. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

M. Amendment and Waiver. This Agreement may be amended only by a written amendment executed by the City and the Consultant. No waiver of any provision shall be effective unless in writing. No waiver of any breach shall be deemed a waiver of any subsequent breach.

N. Attorney's Fees and Costs. If the City is required to enforce this Agreement due to a breach by the Consultant, the Consultant shall reimburse the City for all reasonable attorneys' fees and costs incurred to the extent permitted by Alabama law.

O. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees.

P. Assignment. The Consultant shall not assign, transfer, or convey this Agreement, or any interest herein, without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. The Consultant shall not assign or transfer any claim, cause of action, or right to payment under this Agreement without the prior written consent of the City.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XV. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

By: _____
A. Trey Traviesa, CEO

Date: 7/1/2026

State of Florida }
County of Hillsborough }

I, the undersigned Notary Public, in and for said county and state, hereby certify that A. Trey Traviesa [Individual's Name] whose name as CEO [Title] of **MGT Impact Solutions, 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 limited liability company.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print: John Carrozza

My commission expires: _____
(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES & PROJECT SCHEDULE

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: CERTIFICATE OF INSURANCE AND ENDORSEMENTS

EXHIBIT D: E-VERIFY DOCUMENTS [IF APPLICABLE]

XV. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

By: _____
A. Trey Traviesa, CEO

Date: 7/1/2026

State of Florida }
County of Hillsborough }

I, the undersigned Notary Public, in and for said county and state, hereby certify that A. Trey Traviesa [Individual's Name] whose name as CEO [Title] of **MGT Impact Solutions, 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 limited liability company.

In witness whereof, I hereunto set my hand and official seal on this 1st day of July, 2026

Notary Public State of Florida
John Joseph Carrozza
My Commission HH 426717
Expires 8/2/2027

John J Carrozza
Notary Public
Print: John Carrozza

My commission expires: 8-2-2027
(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

EXHIBIT A:
SCOPE OF SERVICES & PROJECT SCHEDULE



Proposal

APRIL 16, 2026

Comprehensive Development User Fee Study (Build Mobile)

City of Mobile, Alabama

Submitted by:

MIKE ADAMS
MANAGER
4320 WEST KENNEDY BLVD
SUITE 200
TAMPA, FLORIDA 33609
949.310.4470
MADAMS@MGT.US

April 16, 2026

Ms. Shayla Beaco, Chief of Building and Planning
City of Mobile
205 Government Street
Mobile, AL 36602

RE: BUILD MOBILE COMPREHENSIVE COST OF SERVICES / USER FEE STUDY

Dear Ms. Beaco:

At the City's request, MGT Impact Solutions, LLC has prepared this revised scope of services package for the Build Mobile Comprehensive Cost of Services / User Fee Study. This package is intended to support the City's project-specific professional services agreement and to provide contract-ready language suitable for inclusion as agreement exhibits.

The enclosed materials define the project purpose, scope of services, deliverables, assumptions and responsibilities, schedule, and fixed-fee payment milestones for the study. The work remains focused on development-related user fees within Build Mobile and is intended to provide the City with a clear, data-supported basis to determine full cost of service, evaluate current cost recovery, and consider defensible fee recommendations.

This revised package reflects the City's requested structure and aligns the services to the fixed fee previously quoted by MGT for this engagement. It also incorporates the City's requested milestone schedule, draft and final deliverables, presentation and training commitments, and reasonable post-delivery support.

Project Understanding / Purpose

The City seeks a Comprehensive Cost of Services / User Fee Study for Build Mobile development-related services. The study is intended to provide a clear and supportable basis for evaluating the relationship between the City's cost to provide development review and permitting services and the fees currently charged for those services.

The purpose of the study is to:

- determine the full cost of providing development-related services within Build Mobile;
- evaluate current cost recovery levels associated with existing fees; and
- provide defensible, data-supported recommendations regarding user fees for the services included in the study.

This engagement is limited to user fee-related services. It does not include development impact fee analysis unless separately authorized by written amendment. It also does not include peer jurisdiction benchmarking unless separately authorized.

The study will focus on transparent methods, clear documentation, and practical work products that City staff can understand and use after project completion. The final work products will include a fully editable Excel model, a draft and final written report, presentation materials, and staff training on use of the final model and interpretation of study results.

Revised Scope of Services

MGT shall provide the professional services necessary to complete the Build Mobile Comprehensive Cost of Services / User Fee Study. The scope of services shall include the following tasks.

TASK 1.0: **PROJECT MANAGEMENT AND COORDINATION**

MGT shall conduct a kickoff meeting with City staff to confirm project objectives, study boundaries, communication protocols, coordination procedures, and immediate next steps. MGT shall prepare and maintain a project work plan and schedule aligned to the contract milestones.

MGT shall coordinate with the City's designated point of contact regarding data requests, interviews, review meetings, schedule updates, and issue resolution. MGT shall provide periodic status updates and shall promptly identify any issue that may materially affect the scope, schedule, or deliverables.

TASK 2.0: **DEPARTMENT AND SERVICE IDENTIFICATION**

In coordination with the City, MGT shall confirm the departments, divisions, and service areas included in the study for Build Mobile development-related functions. This is expected to include applicable Building, Planning, Engineering, and Fire Prevention development plan review functions, together with related services and fee categories identified by the City for inclusion in the study.

MGT shall identify and document the services, activities, and fee categories to be analyzed and shall work with City staff to identify any proposed new or revised fee categories for City consideration.

TASK 3.0: **FEE FRAMEWORK AND DESIGN**

MGT shall review the City's current fee structures for the included Build Mobile services and work with City staff to confirm the fees and service categories to be analyzed. Based on that review, MGT shall develop a proposed fee framework that identifies the principal cost drivers, service units, and allocation methods to be used in the analysis.

MGT shall present the proposed framework to the City for review before completing model development and shall revise the framework as reasonably needed to reflect City input.

TASK 4.0: **DATA COLLECTION AND VALIDATION**

MGT shall identify the data needed to complete the study and shall provide data request materials and collection templates for City use. Requested data may include staffing information, compensation data, operating cost information, overhead allocation inputs, service descriptions, estimated time by service, transaction volumes, current fee schedules, and other information reasonably necessary for the analysis.

MGT shall review the data provided by the City for reasonableness and internal consistency. If MGT identifies material gaps, assumptions, or limitations that may affect the analysis, MGT shall notify the City in writing and work with City staff to determine how those items will be addressed in the study.

TASK 5.0: **COST-OF-SERVICE ANALYSIS**

Using the data provided and validated through the project, MGT shall develop fully burdened hourly rates for relevant staff positions using personnel cost data, operational cost data, and allocated overhead. MGT shall work with City staff to evaluate the time required to perform the services included in the study, including existing services and any new services identified during the engagement.

MGT shall prepare a cost-of-service analysis that calculates the full cost of providing each service, identifies current fee levels, evaluates cost recovery percentages, and quantifies the relationship between current fee revenue and estimated service cost. Where applicable, MGT shall incorporate service volume information and demand data into the analysis.

If requested by the City within the agreed scope, MGT may also prepare alternative fee scenarios for City review.

TASK 6.0: **MODEL DEVELOPMENT**

MGT shall develop and deliver a fully editable, transparent cost-of-service model in Microsoft Excel, or another format approved by the City. The model shall include all formulas, assumptions, methodologies, and calculations required to understand and update the analysis.

The model shall be structured so City staff can independently review inputs, follow calculations, and revise assumptions over time. The model shall not require proprietary software, separate licenses, or inaccessible tools for the City to access, use, or modify it. The final model shall clearly identify data inputs, calculation logic, and resulting outputs.

TASK 7.0: **DRAFT REVIEW AND REVISIONS**

MGT shall submit draft analysis materials, draft model materials, and a draft report for City review. MGT shall participate in review meetings with City staff, receive comments, and revise draft deliverables as reasonably necessary to address City feedback and prepare final deliverables.

Reasonable revisions, coordination, and review meetings contemplated by this scope are included in the fixed fee.

TASK 8.0: **FINAL REPORT**

MGT shall prepare a comprehensive written report that documents the project purpose, scope, methodology, data sources, assumptions, current fee analysis, cost recovery findings, and recommended fee structures. The report shall include supporting tables, summaries, and graphics as appropriate to explain the analysis and findings clearly.

The final report shall be delivered in PDF and editable format.

TASK 9.0: **PRESENTATIONS AND TRAINING**

MGT shall present preliminary findings to City staff during the draft stage and shall present final findings to City staff and, if requested by the City, to the City Council or other governing body following completion of the final report.

MGT shall also provide one training session for City staff on use of the final Excel model and interpretation of study results. Presentation materials used in support of draft and final presentations shall be included as project deliverables.

Unless otherwise approved by the City in writing, meetings, presentations, and training sessions are assumed to be conducted virtually.

TASK 10.0: **POST-DELIVERY SUPPORT**

For a period of one year following delivery of the final report and final model, MGT shall provide reasonable clarification and explanation of the study, respond to reasonable questions from City staff, and participate in reasonable follow-up discussions requested by the City regarding methodology, model use, or interpretation of results, without additional charge, unless the City requests services outside the agreed scope.

Deliverables

MGT shall provide the following deliverables, at a minimum:

1. **Project Work Plan and Schedule:** A written work plan and project schedule aligned to the contract milestones and Notice to Proceed.

2. **Data Collection Templates:** Data request materials and collection templates for City use in compiling staffing, cost, service, and volume information needed for the study.

3. **Draft Cost-of-Service Model:** A draft Excel-based model showing initial cost-of-service calculations, assumptions, and fee framework for City review.

4. **Final Cost-of-Service Model:** A final fully editable and transparent Excel model that includes inputs, assumptions, formulas, outputs, and sufficient documentation for City staff use and updating.

5. **Draft Report:** A draft written report summarizing project purpose, methodology, assumptions, preliminary analysis, and preliminary fee findings.

6. **Final Report:** A final written report in PDF and editable format incorporating City comments and final analytical results.

7. **Presentation Materials:** Materials used to present preliminary and final findings to City staff and, if requested, City Council or another governing body.

8. **Training Session for City Staff:** One training session on use of the final model and interpretation of study findings.

All deliverables shall be subject to City review and written acceptance in accordance with the Agreement.

Assumptions, Exclusions, and Responsibilities

Assumptions

The scope of services is based on the following assumptions:

- The project is limited to user fee-related services associated with Build Mobile development-related functions.
- The City will designate a primary point of contact to coordinate communications, scheduling, data transmission, and internal review.
- The City will provide reasonably necessary data, documentation, and staff access needed to complete the study.
- The City will coordinate participation by appropriate City staff for interviews, review meetings, validation, and comment resolution.
- The City will review draft deliverables and provide comments within the review periods identified in the project schedule.
- Meetings, presentations, and training are assumed to occur virtually unless the City approves on-site participation in writing.
- The project will proceed on a fixed-fee basis in accordance with the milestone-based payment structure set out below.

Exclusions

Unless separately authorized by written amendment, the following are excluded from the scope of services:

- development impact fee analysis;
- peer jurisdiction benchmarking or peer fee comparison;
- litigation support or expert testimony;

- on-site travel, on-site meetings, or on-site presentations not approved in writing by the City; and
- services outside the scope expressly described in this package or the incorporated agreement exhibits.

City Responsibilities

The City shall:

- provide available data and information reasonably necessary for the study;
- designate a primary point of contact;
- coordinate internal staff participation;
- provide staff access for interviews, validation, and review;
- review deliverables and provide feedback within the schedule periods established for the project; and
- identify requested revisions or questions in a reasonably clear and timely manner.

MGT Responsibilities

MGT shall:

- manage the project and maintain the work plan and schedule;
- identify the data needed for the study and provide collection templates;
- perform the cost-of-service and fee analysis using the agreed study framework;
- prepare transparent and editable work products suitable for City review and use;
- identify material data gaps or issues that may affect the analysis;
- revise draft deliverables as reasonably necessary to address City comments within the agreed scope; and
- provide the required presentations, training, and post-delivery support described in this package.

Nothing in this section is intended to modify the governing terms of the City's professional services agreement. In the event of any inconsistency, the agreement shall control.

Project Schedule

All time periods shall run from the City's written Notice to Proceed. MGT shall perform the services in accordance with the following project schedule:

WORK PLAN TASKS	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6	
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2
1.0 Project Management and Coordination																						
2.0 Department and Service Identification																						
3.0 Fee Framework and Design																						
4.0 Data Collection and Validation																						
5.0 Cost-of-Service Analysis																						
6.0 Model Development																						
7.0 Draft Review and Revisions																						
8.0 Final Report																						
9.0 Presentations and Training																						
10.0 Post-Delivery Support																						

REQUIRED SCHEDULE ANCHORS

- **Kickoff meeting with City staff:** within 10 calendar days of Notice to Proceed.
- **Submission of data request and data collection templates:** within 15 calendar days of Notice to Proceed.
- **Completion of departmental interviews and initial data collection:** within 45 calendar days of Notice to Proceed.
- **Written notice to the City of material data gaps or issues:** within 50 calendar days of Notice to Proceed.
- **Delivery of preliminary analysis and draft cost-of-service model:** within 75 calendar days of Notice to Proceed.
- **Presentation of preliminary findings to City staff:** within 80 calendar days of Notice to Proceed.
- **Submission of draft report and revised model:** within 90 calendar days of Notice to Proceed.
- **City review period:** up to 15 calendar days following draft submission.
- **Incorporation of City comments and revisions:** within 15 calendar days after receipt of City comments.
- **Submission of final report and final model:** within 120 calendar days of Notice to Proceed.
- **Final presentation to City staff and/or City Council, if requested:** within 10 calendar days after final submission.
- **Training session for City staff:** within 15 calendar days after final submission.

- **Outside completion date:** 150 calendar days from Notice to Proceed unless amended in writing.

Fixed Fee and Payment Milestones

The total fixed fee for all services described in this package shall be **$60,490.00**. This amount constitutes full compensation for all services, labor, deliverables, meetings, revisions, presentations, training, coordination, and reasonable post-delivery support included in the scope of services.

Payment shall be made on a milestone basis, subject to submission of the applicable deliverables and written acceptance by the City in accordance with the Agreement.

Milestone	Related Tasks	Basis for Payment	Amount
1	1.0 – 4.0	Completion of project kickoff and coordination activities, department and service identification, fee framework confirmation, submission of data request and data collection templates, and completion of initial interviews and data collection activities	$15,122.50
2	5.0 – 6.0 and 9.0 (preliminary presentation)	Delivery of preliminary cost-of-service analysis, submission of draft cost-of-service model, and presentation of preliminary findings to City staff	$21,171.50
3	7.0 and 6.0 (final model updates)	Incorporation of City comments, completion of revisions, and submission of the revised and final cost-of-service model	$15,122.50
4	8.0 – 10.0 and 9.0 (final presentation and training)	Submission of final report in PDF and editable format, completion of required presentation(s), completion of staff training, and final acceptance of deliverables	$9,073.50

Each invoice shall reference the applicable milestone and shall describe the services performed and deliverables submitted in support of that milestone. No payment shall be due unless and until the deliverables associated with the applicable milestone have been submitted and accepted in writing by the City.

Conclusion

MGT appreciates the opportunity to continue supporting the City of Mobile on this effort and stands ready to coordinate with Build Mobile staff and the City's Legal Department as needed to finalize these materials for contract incorporation.

Regards,



Lawrence Cowan, Chief Operations Officer for Revenue Operations
Authorized to bind the firm

EXHIBIT B:
FEE SCHEDULE



Proposal

APRIL 16, 2026

Comprehensive Development User Fee Study (Build Mobile)

City of Mobile, Alabama

Submitted by:

MIKE ADAMS
MANAGER
4320 WEST KENNEDY BLVD
SUITE 200
TAMPA, FLORIDA 33609
949.310.4470
MADAMS@MGT.US

April 16, 2026

Ms. Shayla Beaco, Chief of Building and Planning
City of Mobile
205 Government Street
Mobile, AL 36602

RE: BUILD MOBILE COMPREHENSIVE COST OF SERVICES / USER FEE STUDY

Dear Ms. Beaco:

At the City's request, MGT Impact Solutions, LLC has prepared this revised scope of services package for the Build Mobile Comprehensive Cost of Services / User Fee Study. This package is intended to support the City's project-specific professional services agreement and to provide contract-ready language suitable for inclusion as agreement exhibits.

The enclosed materials define the project purpose, scope of services, deliverables, assumptions and responsibilities, schedule, and fixed-fee payment milestones for the study. The work remains focused on development-related user fees within Build Mobile and is intended to provide the City with a clear, data-supported basis to determine full cost of service, evaluate current cost recovery, and consider defensible fee recommendations.

This revised package reflects the City's requested structure and aligns the services to the fixed fee previously quoted by MGT for this engagement. It also incorporates the City's requested milestone schedule, draft and final deliverables, presentation and training commitments, and reasonable post-delivery support.

Project Understanding / Purpose

The City seeks a Comprehensive Cost of Services / User Fee Study for Build Mobile development-related services. The study is intended to provide a clear and supportable basis for evaluating the relationship between the City's cost to provide development review and permitting services and the fees currently charged for those services.

The purpose of the study is to:

- determine the full cost of providing development-related services within Build Mobile;
- evaluate current cost recovery levels associated with existing fees; and
- provide defensible, data-supported recommendations regarding user fees for the services included in the study.

This engagement is limited to user fee-related services. It does not include development impact fee analysis unless separately authorized by written amendment. It also does not include peer jurisdiction benchmarking unless separately authorized.

The study will focus on transparent methods, clear documentation, and practical work products that City staff can understand and use after project completion. The final work products will include a fully editable Excel model, a draft and final written report, presentation materials, and staff training on use of the final model and interpretation of study results.

Revised Scope of Services

MGT shall provide the professional services necessary to complete the Build Mobile Comprehensive Cost of Services / User Fee Study. The scope of services shall include the following tasks.

TASK 1.0: **PROJECT MANAGEMENT AND COORDINATION**

MGT shall conduct a kickoff meeting with City staff to confirm project objectives, study boundaries, communication protocols, coordination procedures, and immediate next steps. MGT shall prepare and maintain a project work plan and schedule aligned to the contract milestones.

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In coordination with the City, MGT shall confirm the departments, divisions, and service areas included in the study for Build Mobile development-related functions. This is expected to include applicable Building, Planning, Engineering, and Fire Prevention development plan review functions, together with related services and fee categories identified by the City for inclusion in the study.

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MGT shall review the City's current fee structures for the included Build Mobile services and work with City staff to confirm the fees and service categories to be analyzed. Based on that review, MGT shall develop a proposed fee framework that identifies the principal cost drivers, service units, and allocation methods to be used in the analysis.

MGT shall present the proposed framework to the City for review before completing model development and shall revise the framework as reasonably needed to reflect City input.

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MGT shall review the data provided by the City for reasonableness and internal consistency. If MGT identifies material gaps, assumptions, or limitations that may affect the analysis, MGT shall notify the City in writing and work with City staff to determine how those items will be addressed in the study.

TASK 5.0: **COST-OF-SERVICE ANALYSIS**

Using the data provided and validated through the project, MGT shall develop fully burdened hourly rates for relevant staff positions using personnel cost data, operational cost data, and allocated overhead. MGT shall work with City staff to evaluate the time required to perform the services included in the study, including existing services and any new services identified during the engagement.

MGT shall prepare a cost-of-service analysis that calculates the full cost of providing each service, identifies current fee levels, evaluates cost recovery percentages, and quantifies the relationship between current fee revenue and estimated service cost. Where applicable, MGT shall incorporate service volume information and demand data into the analysis.

If requested by the City within the agreed scope, MGT may also prepare alternative fee scenarios for City review.

TASK 6.0: **MODEL DEVELOPMENT**

MGT shall develop and deliver a fully editable, transparent cost-of-service model in Microsoft Excel, or another format approved by the City. The model shall include all formulas, assumptions, methodologies, and calculations required to understand and update the analysis.

The model shall be structured so City staff can independently review inputs, follow calculations, and revise assumptions over time. The model shall not require proprietary software, separate licenses, or inaccessible tools for the City to access, use, or modify it. The final model shall clearly identify data inputs, calculation logic, and resulting outputs.

TASK 7.0: **DRAFT REVIEW AND REVISIONS**

MGT shall submit draft analysis materials, draft model materials, and a draft report for City review. MGT shall participate in review meetings with City staff, receive comments, and revise draft deliverables as reasonably necessary to address City feedback and prepare final deliverables.

Reasonable revisions, coordination, and review meetings contemplated by this scope are included in the fixed fee.

TASK 8.0: **FINAL REPORT**

MGT shall prepare a comprehensive written report that documents the project purpose, scope, methodology, data sources, assumptions, current fee analysis, cost recovery findings, and recommended fee structures. The report shall include supporting tables, summaries, and graphics as appropriate to explain the analysis and findings clearly.

The final report shall be delivered in PDF and editable format.

TASK 9.0: **PRESENTATIONS AND TRAINING**

MGT shall present preliminary findings to City staff during the draft stage and shall present final findings to City staff and, if requested by the City, to the City Council or other governing body following completion of the final report.

MGT shall also provide one training session for City staff on use of the final Excel model and interpretation of study results. Presentation materials used in support of draft and final presentations shall be included as project deliverables.

Unless otherwise approved by the City in writing, meetings, presentations, and training sessions are assumed to be conducted virtually.

TASK 10.0: **POST-DELIVERY SUPPORT**

For a period of one year following delivery of the final report and final model, MGT shall provide reasonable clarification and explanation of the study, respond to reasonable questions from City staff, and participate in reasonable follow-up discussions requested by the City regarding methodology, model use, or interpretation of results, without additional charge, unless the City requests services outside the agreed scope.

Deliverables

MGT shall provide the following deliverables, at a minimum:

1. **Project Work Plan and Schedule:** A written work plan and project schedule aligned to the contract milestones and Notice to Proceed.

2. **Data Collection Templates:** Data request materials and collection templates for City use in compiling staffing, cost, service, and volume information needed for the study.

3. **Draft Cost-of-Service Model:** A draft Excel-based model showing initial cost-of-service calculations, assumptions, and fee framework for City review.

4. **Final Cost-of-Service Model:** A final fully editable and transparent Excel model that includes inputs, assumptions, formulas, outputs, and sufficient documentation for City staff use and updating.

5. **Draft Report:** A draft written report summarizing project purpose, methodology, assumptions, preliminary analysis, and preliminary fee findings.

6. **Final Report:** A final written report in PDF and editable format incorporating City comments and final analytical results.

7. **Presentation Materials:** Materials used to present preliminary and final findings to City staff and, if requested, City Council or another governing body.

8. **Training Session for City Staff:** One training session on use of the final model and interpretation of study findings.

All deliverables shall be subject to City review and written acceptance in accordance with the Agreement.

Assumptions, Exclusions, and Responsibilities

Assumptions

The scope of services is based on the following assumptions:

- The project is limited to user fee-related services associated with Build Mobile development-related functions.
- The City will designate a primary point of contact to coordinate communications, scheduling, data transmission, and internal review.
- The City will provide reasonably necessary data, documentation, and staff access needed to complete the study.
- The City will coordinate participation by appropriate City staff for interviews, review meetings, validation, and comment resolution.
- The City will review draft deliverables and provide comments within the review periods identified in the project schedule.
- Meetings, presentations, and training are assumed to occur virtually unless the City approves on-site participation in writing.
- The project will proceed on a fixed-fee basis in accordance with the milestone-based payment structure set out below.

Exclusions

Unless separately authorized by written amendment, the following are excluded from the scope of services:

- development impact fee analysis;
- peer jurisdiction benchmarking or peer fee comparison;
- litigation support or expert testimony;

- on-site travel, on-site meetings, or on-site presentations not approved in writing by the City; and
- services outside the scope expressly described in this package or the incorporated agreement exhibits.

City Responsibilities

The City shall:

- provide available data and information reasonably necessary for the study;
- designate a primary point of contact;
- coordinate internal staff participation;
- provide staff access for interviews, validation, and review;
- review deliverables and provide feedback within the schedule periods established for the project; and
- identify requested revisions or questions in a reasonably clear and timely manner.

MGT Responsibilities

MGT shall:

- manage the project and maintain the work plan and schedule;
- identify the data needed for the study and provide collection templates;
- perform the cost-of-service and fee analysis using the agreed study framework;
- prepare transparent and editable work products suitable for City review and use;
- identify material data gaps or issues that may affect the analysis;
- revise draft deliverables as reasonably necessary to address City comments within the agreed scope; and
- provide the required presentations, training, and post-delivery support described in this package.

Nothing in this section is intended to modify the governing terms of the City's professional services agreement. In the event of any inconsistency, the agreement shall control.

Project Schedule

All time periods shall run from the City's written Notice to Proceed. MGT shall perform the services in accordance with the following project schedule:

WORK PLAN TASKS	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6	
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2
1.0 Project Management and Coordination																						
2.0 Department and Service Identification																						
3.0 Fee Framework and Design																						
4.0 Data Collection and Validation																						
5.0 Cost-of-Service Analysis																						
6.0 Model Development																						
7.0 Draft Review and Revisions																						
8.0 Final Report																						
9.0 Presentations and Training																						
10.0 Post-Delivery Support																						

REQUIRED SCHEDULE ANCHORS

- **Kickoff meeting with City staff:** within 10 calendar days of Notice to Proceed.
- **Submission of data request and data collection templates:** within 15 calendar days of Notice to Proceed.
- **Completion of departmental interviews and initial data collection:** within 45 calendar days of Notice to Proceed.
- **Written notice to the City of material data gaps or issues:** within 50 calendar days of Notice to Proceed.
- **Delivery of preliminary analysis and draft cost-of-service model:** within 75 calendar days of Notice to Proceed.
- **Presentation of preliminary findings to City staff:** within 80 calendar days of Notice to Proceed.
- **Submission of draft report and revised model:** within 90 calendar days of Notice to Proceed.
- **City review period:** up to 15 calendar days following draft submission.
- **Incorporation of City comments and revisions:** within 15 calendar days after receipt of City comments.
- **Submission of final report and final model:** within 120 calendar days of Notice to Proceed.
- **Final presentation to City staff and/or City Council, if requested:** within 10 calendar days after final submission.
- **Training session for City staff:** within 15 calendar days after final submission.

- **Outside completion date:** 150 calendar days from Notice to Proceed unless amended in writing.

Fixed Fee and Payment Milestones

The total fixed fee for all services described in this package shall be **$60,490.00**. This amount constitutes full compensation for all services, labor, deliverables, meetings, revisions, presentations, training, coordination, and reasonable post-delivery support included in the scope of services.

Payment shall be made on a milestone basis, subject to submission of the applicable deliverables and written acceptance by the City in accordance with the Agreement.

Milestone	Related Tasks	Basis for Payment	Amount
1	1.0 – 4.0	Completion of project kickoff and coordination activities, department and service identification, fee framework confirmation, submission of data request and data collection templates, and completion of initial interviews and data collection activities	$15,122.50
2	5.0 – 6.0 and 9.0 (preliminary presentation)	Delivery of preliminary cost-of-service analysis, submission of draft cost-of-service model, and presentation of preliminary findings to City staff	$21,171.50
3	7.0 and 6.0 (final model updates)	Incorporation of City comments, completion of revisions, and submission of the revised and final cost-of-service model	$15,122.50
4	8.0 – 10.0 and 9.0 (final presentation and training)	Submission of final report in PDF and editable format, completion of required presentation(s), completion of staff training, and final acceptance of deliverables	$9,073.50

Each invoice shall reference the applicable milestone and shall describe the services performed and deliverables submitted in support of that milestone. No payment shall be due unless and until the deliverables associated with the applicable milestone have been submitted and accepted in writing by the City.

Conclusion

MGT appreciates the opportunity to continue supporting the City of Mobile on this effort and stands ready to coordinate with Build Mobile staff and the City's Legal Department as needed to finalize these materials for contract incorporation.

Regards,



Lawrence Cowan, Chief Operations Officer for Revenue Operations
Authorized to bind the firm

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
32 Old Slip
New York NY 10005

License#: 812008

CONTACT NAME: Brady Campbell
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: brady.campbell@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance C	27154
INSURER B : Indian Harbor Insurance Compan	36940
INSURER C : Westchester Fire Insurance Com	10030
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MGTCONS-01
TVG-MGT Holdings, LP.
MGT Impact Solutions, LLC
4320 West Kennedy Blvd
Tampa FL 33609

COVERAGES **CERTIFICATE NUMBER:** 132690216 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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 [ ] PRO-JECT [X] LOC OTHER:			711018731-0001	5/12/2026	5/12/2027	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Phys. Damage [ ]			711018731-0001	5/12/2026	5/12/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded.	$ 1,000,000 $ $ $ $ 1,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			711018731-0001	5/12/2026	5/12/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		406050672-0000	5/12/2026	5/12/2027	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
B C	Professional/Cyber/Tech E&O Crime Coverage			MTP904872901 G75644553001	5/12/2026 5/12/2026	5/12/2027 5/12/2027	Each Claim/Aggregate LIMIT RETENTION	$5,000,000 $3,000,000 $25,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Company ID Number: 1829413

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and MGT Impact Solutions, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

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.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services 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

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services 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.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its 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.

8. The Web Services 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.

9. The Web Services 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.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Web Services 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 Web Services 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 Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services 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.

11. The Web Services 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.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services 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 a Web Services 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 a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it 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 Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services 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 Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services 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.

13. The Web Services 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. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services 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.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services 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.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services 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 Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services 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.

17. The Web Services 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 Web Services 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 Web Services 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).

18. The Web Services 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 Web Services 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 Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services 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 Web Services 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).

19. The Web Services 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 Web Services 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 Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services 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.

21. The Web Services 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.

22. The Web Services 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.

    a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services 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.

24. The Web Services 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.

25. The Web Services 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.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services 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 Web Services 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 Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

   a. A Web Services 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 Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services 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 Web Services 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. Web Services 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 Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services 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. A Web Services 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. Web Services 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, Web Services 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, Web Services 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 Web Services 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 Web Services 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 Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

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.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services 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 Web Services 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 Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services 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 Web Services 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 Web Services 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 Web Services 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 Web Services 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 a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site www.E-Verify.gov and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect

system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and 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 Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services 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 Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services 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 Web Services 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 Web Services Employer finds a photo mismatch, the Web Services 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 Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services 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 Web Services 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 Web Services 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 Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent 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
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
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 Web Services 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 Web Services 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 Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services 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 Web Services 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 Web Services Employer's business.

3. A Web Services 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 Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services 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 Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
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 Web Services Employer, its agents, officers, or employees.

C. The Web Services 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 Web Services 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 Web Services Employer.

E. The Web Services 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 Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services 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 Web Services Employer.

Approved by:

Web Services Employer MGT Impact Solutions, LLC	
Name (Please Type or Print) MARLEE JAMES	Title
Signature Electronically Signed	Date 05/03/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/03/2022

Company ID Number: 1829413

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	MGT Impact Solutions, LLC
Company Facility Address	4320 W Kennedy Blvd Tampa, FL 33609
Company Alternate Address	
County or Parish	HILLSBOROUGH
Employer Identification Number	810890071
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1 site(s)

Company ID Number: 1829413

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 1829413

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Swathi Susarapu
Phone Number	7707095722
Fax	
Email	Ssusarapu@cirainfotech.com

Name	Adriana Lema Polo
Phone Number	8132707893
Fax	
Email	alemapolo@mgtconsulting.com

Name	MARLEE JAMES
Phone Number	2196780383
Fax	
Email	mjames@mgtconsulting.com

Company ID Number: 1829413

This list represents the first 20 Program Administrators listed for this company.

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Mayor to execute Settlement Agreement and Mutual Release with Chris Brewer Contracting, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement Chris Brewer Contract for City

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RES 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 Mayor and the City Clerk be, and they hereby are, authorized to execute for and on behalf of the City of Mobile, the Settlement Agreement and Mutual Release between Chris Brewer Contracting, Inc. and the City of Mobile. A copy of said 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 Rezoning for Property
Located at 2609 and 2651 Spring Hill Avenue,
152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue from R-1, Single-Family Residential Urban District, and B-3, Community Business Suburban District, to B-1, Buffer Business 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.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY,
ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE STREET, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE

WEST RIGHT-OFWAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OFBEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3
BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-1, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-1, until all of the conditions have been complied with: 1. Completion of the Subdivision process; 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 City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1)**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-1** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE STREET, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE WEST RIGHT-OFWAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE

RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OFBEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3
BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-1,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-1,** until all of the conditions have been complied with: 1. Completion of the Subdivision process; 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

Mark Vereen, Clark, Geer, Latham & Associates, Inc.
2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 2, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Mark Vereen, Clark, Geer, Latham & Associates, Inc.,** for a change in zoning from **Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1),** for the property located at **2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue**.

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

1. Completion of the Subdivision process;
2. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

D. Logan Anderson
Principal Planner II, Planning and Zoning

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 22, 2026

Mark Vereen
Clark, Geer, Latham & Associates, Inc.
[redacted]

Re: 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
ZON-UDC-003727-2026
Mark Vereen, Clark, Geer, Latham & Associates, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Community Business Urban District (B-3), to Buffer Business Urban District (B-1)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-1, Buffer Business Urban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-1, Buffer Business Urban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Full compliance with all municipal codes and ordinances.

[redacted]

ZON-UDC-003727-2026 2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue
May 22, 2026

The advertising fee for this application based on the current legal description is **$486.02**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	Mark Vereen	
Email:	Clark, Geer, Latham & Associates, Inc.	
Phone:	[redacted]	
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Covenant Presbyterian Church of Mobile, Inc.	Thomas E. Latham
Firm:	-	Clark, Geer, Latham & Associates, Inc.
Phone:	[redacted]	
Email:		
Address:		

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

2651 Springhill Ave. Mobile, AL 36607 — Property Address

3.99 AC — Property Area (acres or square feet)

See parcel number sheet in submittal package.

Parcel Number(s) or Key Number(s)

R-1 % B-3 — Present Zoning or Transect District

B-1 — 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 — 04/17/2026 Date

Applicant or Agent Signature (if applicable) — 04/17/2026 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 — 04/17/2026 Date

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

Rezoning from R-1 & B-3 to B-1.

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

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ■ Traffic Impact Studies, as prescribed by the Traffic Engineer

Traffic Consultant is in talks with ALDOT & Traffic Engineering to further determine Traffic Study requirements.

NH Meeting is taking place 04/30/26. Meeting Packet will be submitted after Planning Commission Application submittal.

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The project maintains a strong neighborhood presence and responds to the visual and functional needs of the public realm along Spring Hill corridor. The church is the same tenant that has occupied this land for decades, so surrounding properties can rest assure that they will not have a new neighbor coming into the neighborhood. Covenant Church is proposing to reinvigorate and expand their campus with the new church build and impervious parking lots to accommodate church goers and staff. The rezoning to B-1 will allow for seamless permitting and approved uses for the proposed developments, along with connectivity of abutting Business zoned properties.

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error
   N/A

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning promotes the community's health, safety, and welfare by providing a space for services and programs that support residents physical, emotional, and social well-being. The church itself is considered a safe haven and a staple of the neighborhood. .The site will be developed in compliance with all applicable codes, ensuring safe access, adequate parking, and proper infrastructure. Additionally, the presence of an active, well-maintained use contributes to neighborhood stability and security. Overall, the proposal enhances quality of life by fostering community connection, providing support services, and maintaining a safe and orderly environment.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The amendment is driven by the need to modernize and improve an existing church property. While the use of the site is not changing, the current zoning does not fully accommodate updated facilities and improved parking design, as conditional use variances would be needed for R-1 zoning. Rezoning to B-1 will better align the zoning with the long-standing institutional use and allow for reinvestment in the property while maintaining compatibility with surrounding uses.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Development trends in the area are generally stable, with a mix of established residential and limited commercial uses. Recent activity has primarily involved reinvestment and updates to existing properties rather than significant new development. The proposed project is consistent with this pattern, focusing on improvement of an existing site rather than a change in use or intensity.

2. Describe the surrounding land uses.
   The surrounding land uses consist of R-1 to the south and east of the proposed eastern Hyland Ave. parking lot.
   The proposed parking lot along the west side of Mobile St. abuts B-3 to the North, R-1 to the West, and B-1 to the south.
   The main campus (between Mobile St. and Hyland Ave.) consists of a B-3 Chinese restaurant at the NW corner, a B-1 corridor on the Southwest side and R-1 on the Southeast side.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Potential adverse impacts on neighboring properties may include increased traffic during peak service times and additional site lighting. However, these impacts are expected to be minimal and can be effectively mitigated through thoughtful site planning and operations. Traffic impacts will be limited to specific times and managed with adequate on-site parking and safe access design, along with implementation of traffic directors if necessary (traffic guards, local police, sheriff, etc.). Noise will be controlled by limiting outdoor activities and adhering to local ordinances. Lighting will be designed to be downward-directed and shielded to prevent spillover onto adjacent properties. Required landscaping and buffering will also be incorporated to provide visual screening and maintain compatibility with surrounding uses. Overall, any potential impacts are minor and will be appropriately addressed to ensure compatibility with neighboring properties.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The property is currently served by existing infrastructure, including MAWSS water, MAWSS sewer, City of Mobile stormwater systems, road access, and other utilities, which adequately support the ongoing church use. The proposed improvements are not expected to significantly increase demand beyond existing conditions.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposal serves the community's best interest by supporting continued use of the property as a place of worship and community gathering. The planned improvements will enhance safety, accessibility, and functionality for members and visitors. Reinvestment in the site also contributes to the overall quality and stability of the surrounding area without introducing a new or incompatible use.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

[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.

Neighborhood meeting notices were mailed to applicable surrounding addresses and Planning & Zoning P.O. Box on 04/15/2026. Signs 04/20/2026.

Neighborhood Meeting is scheduled for 04/30/2026. We will submit the filled out neighborhood packet when meeting has taken place.

This section 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.

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 referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Covenant Presbyterian Church

Address: [redacted]

Owner: Covenant Presbyterian Church of Mobile, Inc.

[redacted]

Authorized Agent: Clark, Geer, Latham & Associates, Inc. c/o Mark Vereen

[redacted]

Contractor: Ben M. Radcliff Contractor, Inc.

[redacted]

Civil Engineer: Clark, Geer, Latham & Associates, Inc. c/o Thomas E. Latham

[redacted]

Architect: Quina Grundhoefer Architects c/o Carter Quina

[redacted]

Submitted by:

Mark Vereen, CGL

Signature | Print

04/16/2026 | Authorized Agent (On Behalf of Covenant Presbyterian Church)

Date | Affiliation to project/Organization

[redacted]

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

04/16/2026

RE: Rezoning Request from R-1 (Single-Family Residential) and B-3 (Community Business District) to B-1 (Buffer Business District) and 3-Lot Subdivision

Project Location: 2651 Springhill Ave. Mobile, AL 36607 (Covenant Presbyterian Church)
Parcel Key Numbers: 00770473, 00770767, 00770758, 00770053, 00770062, 00770071, 00771169, 00771150, and 00771187
Applicant: Mark Vereen – Clark, Geer, Latham & Associates, Inc.
On Behalf of the Owner: Covenant Presbyterian Church of Mobile, Inc.

To the Planning Commission and Zoning Staff:

1. Project Overview

This application requests approval to rezone an existing church property and newly acquired surrounding parcels from R-1 (Single-Family Residential) and B-3 (Community Business District) to B-1 (Buffer Business District), along with a proposed three (3) lot subdivision.

The property is currently developed with an established church use. The proposed subdivision will create three separate lots to allow for concurrently phased construction of a new church campus consistent with B-1 zoning. The existing site use of religious activities is to remain the same.

2. Property Information

The subject property is currently split-zoned between R-1 and B-3, which creates inconsistencies in permitted uses and development standards across the site.

- **Existing Zoning:** R-1 and B-3
- **Proposed Zoning:** B-1 (Buffer Business District)
- **Current Use:** Church / Institutional
- **Proposed Action:** 3-lot subdivision with unified zoning designation

The property is bounded by Springhill Avenue to the north, a major arterial corridor under the jurisdiction of the Alabama Department of Transportation (ALDOT). Mobile Street and Hyland Avenue provide north-south connectivity in the immediate area and function as local streets linking residential and commercial areas. The surrounding area consists of a mix of residential uses and commercial development, creating a transitional land use environment.

[redacted]

3. Justification / Rationale

The requested rezoning is appropriate and justified based on the following:

A. Elimination of Split Zoning
The current dual zoning designation is impractical and limits cohesive development. Rezoning to a single B-1 classification establishes consistent standards across the entire property.

B. Transitional Zoning Along a Major Corridor
The subject site's proximity to Springhill Avenue, a high-traffic arterial corridor, supports a zoning classification that accommodates limited commercial activity while protecting nearby residential areas. B-1 zoning is specifically intended to function as a transition between higher-intensity corridors and lower-density neighborhoods.

C. Continuation of Existing B-1 Zoning Pattern
As illustrated in the existing zoning map, attached to the last page of this letter, there is an established corridor of B-1 zoning located directly south of the subject property. The proposed rezoning will extend this existing B-1 district northward, creating a more cohesive and continuous zoning pattern. This eliminates isolated zoning pockets and reinforces a logical progression of land uses from the Springhill Avenue corridor into the surrounding neighborhood.

D. Downzoning of Existing Commercial Entitlement
A portion of the property is currently zoned B-3, which permits more intensive commercial uses typically associated with major corridors. Rezoning to B-1 represents a reduction in allowable intensity, thereby limiting potential impacts and creating a more appropriate interface with adjacent residential properties.

E. Internal Street Network and Neighborhood Context
Mobile Street and Hyland Avenue serve as local connectors between Springhill Avenue and the surrounding residential area. The proposed B-1 zoning ensures that any future development along these streets remains low-intensity and compatible with neighborhood character.

F. Consistency with Development Patterns
The mix of uses in the surrounding area, combined with the influence of a major arterial corridor and an established B-1 district to the south, supports a buffer-type zoning classification. The proposed B-1 designation promotes orderly land use transition and reinforces appropriate development patterns.

4. Impact Assessment

The proposed rezoning and subdivision are not expected to negatively impact the surrounding area:

- **Traffic:**
  The property is currently developed and in active use as a church, with established access and circulation patterns. The proposed rezoning and subdivision do not introduce a new or more intensive use, but rather maintain and formalize existing conditions while allowing for limited,

[redacted]

low-intensity uses consistent with B-1 zoning. As such, no significant change in traffic patterns or volumes is anticipated.

- **Compatibility:**
  The property is currently occupied and operated by Covenant Presbyterian Church, and the proposed rezoning will not introduce a new or unfamiliar use to the surrounding neighborhood. The existing church use will remain, and any future development will occur under the same ownership and operational context. The proposed improvements represent a reinvestment in the property, including updated buildings and site enhancements, which will be consistent with the established institutional character of the site. Additionally, B-1 zoning restricts higher-intensity commercial uses, ensuring continued compatibility with adjacent residential areas accessed via Mobile Street and Hyland Avenue.

- **Noise, Lighting, and Scale:**
  Any future improvements will remain consistent with the existing institutional use and will occur within the more restrictive B-1 zoning framework, which limits building intensity and commercial activity compared to the existing partial B-3 designation. Site improvements, including any new construction or parking areas, will be designed in accordance with applicable City of Mobile regulations related to lighting, buffering, and setbacks. These standards are intended to minimize spillover lighting, control building scale, and ensure appropriate transitions to adjacent residential properties. As a result, the overall character of the site is expected to remain compatible with the surrounding neighborhood while reflecting reinvestment in the property.

- **Infrastructure and Access:**
  The site benefits from existing access to a major arterial (Spring Hill Avenue) and a supporting local street network. Any future development will comply with all applicable City of Mobile and ALDOT access and infrastructure requirements.

- **Subdivision:**
  The proposed 3-lot subdivision will allow for orderly development and ensure each lot can independently meet zoning and development standards.

[redacted]

Conclusion

The requested rezoning from R-1 and B-3 to B-1, together with the proposed subdivision, represents a logical and appropriate land use decision. It eliminates split zoning, reduces development intensity, and establishes a compatible transition between a major arterial corridor and adjacent residential neighborhoods.

Approval of this application will support orderly development and is consistent with sound planning principles and the public interest.

Sincerely,

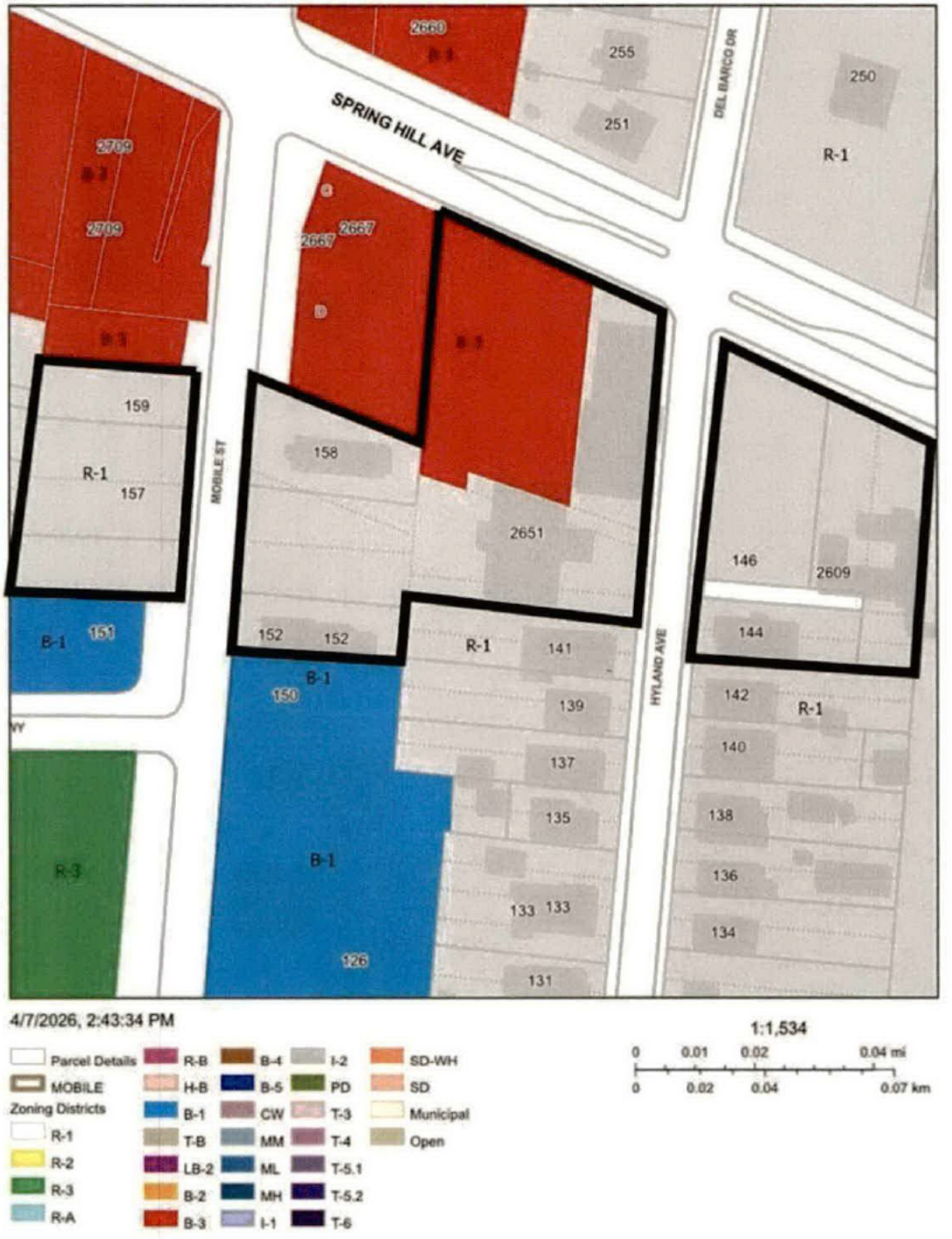
Mark Vereen

[redacted]

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

[redacted]

Zoning Web Map



[redacted]

Legal Description of 3-Lot Subdivision

LOT 1

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" WEST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE AVENUE, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT-OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Chris Estis, 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 Covenant Presbyterian Church of Mobile, Inc., a corporation for the property located within the city limits of Mobile, Alabama at 2651 Springhill Ave.

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.

Mark Vereen (Clark, Geer, Latham & Associates, Inc.)

Carter Quina (Quina Grundhoefer Architects)

[redacted]

Signature of Company Owner

Date 4/10/26

[redacted]

Outlook

Covenant Presbyterian Church (Mark Vereen, Clark, Geer, Latham & Associates, Inc., Agent) (ZON-UDC-003727-2026)

[redacted]

Good Morning,

We have completed our review of the above Rezoning application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Chris Estis was submitted; however, we are unable to verify Mr. Estis's affiliation with Covenant Presbyterian Church of Mobile, Inc. Please provide one of the following to satisfy this requirement:
    - A revised authorization letter issued by Covenant Presbyterian Church of Mobile, Inc. explicitly authorizing Chris Estis to act on their behalf; or
    - Documentation confirming that Mr. Estis is an officer or authorized agent of Covenant Presbyterian Church of Mobile, Inc.
2. **Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.
   Note: To date, we've received a PDF document with the draft of the neighborhood meeting notice, but a postmarked copy of the letter has not been received by the Planning and Zoning Department.
3. **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 Aamoth** 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 Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application

will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]
BUILDMOBILE

Outlook

Re: Covenant Presbyterian Church (Mark Vereen, Clark, Geer, Latham & Associates, Inc., Agent) (ZON-UDC-003727-2026)

[redacted]

Good afternoon,

As mentioned, we're in receipt of the requested authorization letter and DWG file(s) for the above-referenced Rezoning application and determined that it is **partially complete.**

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026.**

If the application fees are paid **by noon on Tuesday, April 21, 2026**, the case will be scheduled for the **May 21, 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.gov.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[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.

Thanks!

Besides the neighborhood meeting packet (Due May 6th), which I will submit after the meeting has taken place, are we good on all other items?

Mark Vereen
[redacted]

[redacted]

Mark,

This will work just fine. I'll upload it to each case and work on those invoices. You'll receive two separate emails with that information shortly.

Thank You,
Logan Anderson
Principal Planner II
[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.

Logan,

Please let me know if this suffices as authentic documentation confirming that Mr. Estis is an officer or authorized agent of Covenant Presbyterian Church of Mobile, Inc.

Thanks,
Mark Vereen
[redacted]

[redacted]

Logan,

1.) I just reached out to the church to get a correct owner of authorization form generated for submission. As soon as I get that, I'll get it over to you.

2.) Neighborhood notice letters were mailed on the 15th. Let me get with our receptionist to see if she can provide me the receipt from the post office verifying this was mailed out. You should be receiving the letter at the P&Z PO Box if you have not already.

Signs are being installed on site right now. Will add photo verification of placement when the motherhood meeting packet is filled out fully. Meeting is scheduled for April 30th, 5:00pm.

3.) CAD files were emailed to planning@cityofmobile.org last night.

Thank you,
Mark Vereen

[redacted]

[redacted]

Some people who received this message don't often get email from dlogananderson@cityofmobile.gov. Learn why this is important

Good Morning,

We have completed our review of the above Rezoning application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Chris Estis was submitted; however, we are unable to verify Mr. Estis's affiliation with Covenant Presbyterian Church of Mobile, Inc. Please provide one of the following to satisfy this requirement:
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Important:
If the required Neighborhood Meeting documentation is not received **by May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

Notice of Neighborhood Meeting
[April 10th, 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 **Mark Vereen (Clark Geer, Latham & Associates, Inc.), on behalf of Covenant Presbyterian Church,** will be submitting to the Mobile City Planning Commission:

(1) Planning Commission Rezoning Application [(Zoning Change to rezone the properties listed below from Single- Family Residential Urban District (R-1) to Buffer Business Urban District (B- 1)]. *Pictorial representation of parcels in question can be found on pg. 2 of this notice. Parcels inside black boundaries are listed below for rezoning.*

- 2651 Springhill Ave. Mobile, AL 36607
  - Portion of property rezone B-3 to B-1
- 152 Mobile St. Mobile, AL 36607
- 157 Mobile St. Mobile, AL 36607
- 158 Mobile St. Mobile, AL 36607
- 159 Mobile St. Mobile, AL 36607
- 144 Hyland Ave. Mobile, AL 36607
- 146 Hyland Ave. Mobile, AL 36607
- 2609 Springhill Ave. Mobile, AL 36607

The Neighborhood Meeting will be held at the following time, date, and location:

April 30th, 2026
5:00 P.M.
2651 Springhill Ave. Mobile, AL 33607
(Covenant Presbyterian Church)

You are receiving this notice because your property is located within 300 feet **of 2651 Springhill Ave. Mobile, AL 36607**, 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,

Mark Vereen

[redacted]

Notice of Neighborhood Meeting
[April 10th, 2026]

Zoning Web Map



4/7/2026, 2:43:34 PM

1:1,534

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

Parcel Details
MOBILE
Zoning Districts
R-1
R-2
R-3
R-A
R-B
H-B
B-1
T-B
LB-2
B-2
B-3
B-4
B-5
CW
MM
ML
MH
I-1
I-2
PD
T-3
T-4
T-5.1
T-5.2
T-6
SD-WH
SD
Municipal
Open

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 05/01/2026

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):

05/01/2026

Neighborhood Meeting Date: 04/30/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: [redacted] Covenant Presbyterian Church

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: Mark Vereen (Clark, Geer, Latham & Associates, Inc.)
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 05/01/2026

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.

City of Mobile · Planning & Zoning

Neighborhood Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any **Rezoning** to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a **Planned Development** (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any **Conditional Use Permit**.

Timing. Neighborhood Meetings must be held as follows:

1. **No more than 60 days** prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held **no less than 21 days** prior to the Planning Commission meeting for which an application is filed.

   ***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s). ***Minimum height for letters is four inches (4") for uppercase letters and three inches (3") for lowercase letters.**
   c. Signs are to be placed **no more than 30 days** before, and **no less than 10** calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting **no less than 15 days** before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building such as a school, library, community center, or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed site but not more than a distance of one (1) mile from the proposed site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility with the prior approval of the Director.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. A Neighborhood Meeting must be scheduled to last at least one (1) hour, **even if no one is in attendance**.
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
    a. Dated photograph(s) of the posted sign(s);
    b. The address list of neighboring property owners to whom notice of the meeting was sent;
    c. A copy of the notice sent to neighboring property owners;
    d. The date and location of the meeting;
    e. A sign-in sheet documenting meeting attendance;
    f. Written summary or minutes of the meeting;
    g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted **no less than 15 days** before the Planning Commission meeting date.
    a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
    b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
    c. **Holdovers will be charged another application fee,** including postage for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

_X_ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

Posted 04/20/2026 _X_ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

_X_ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

_X_ Neighborhood Meeting held.

_X_ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- _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

Removed 04/30/2026 after meeting _X_ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

_X_ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Neighborhood Meeting

Date: 4/30/2026

Time: 5:00 pm

Location of Neighborhood Meeting: COVENANT PRESBYTERIAN 2651 SPRING HILL AVE., MOBILE, AL 36607

Project Location: 2651 SPRING HILL AVE.

Project/Application (e.g. Rezoning from R-1 to B-1):

REZONING FROM R1/B3 TO B-1

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 05/01/2026

Please Sign In:

Name: FOSTER VEAZEY Email: [redacted]

Address: [redacted]

Name: Karen Ryer [redacted]

Name: MARK Holladay Email: [redacted]

Name: Janet Wilson Email: [redacted]

Neighborhood Meeting Sign-In Sheet

Date: 4/30/2026 **Meeting Location:** CPC

Applicant: _____ **Application(s):** _____

Name: Alisha Perkins [redacted]

Name: Donald Beard Email: [redacted]

Name: Sallie Gaines Email: [redacted]

Name: [redacted] Email: [redacted]

Name: Pamela H. Gaines [redacted]

Name: Basil Wallace Email: [redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 4/30/2026

Meeting Time: 5:00 PM

Meeting Location: COVENANT PRES. CHURCH

Below is a summary of the proposed project presented at the Neighborhood Meeting:

CONSTRUCTION OF (2) NEW PARKING LOTS, NEW SANCTUARY THAT WILL SEAT ~600 PEOPLE, A NEW FELLOWSHIP HALL, AND REFURBISHMENT OF EXISTING FACILITIES

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

NONE DISTRIBUTED, BUT A ZONING MAP & RENDERINGS WERE SHOWN ON A PROJECTOR

(Snacks & waters were provided)

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

CGL

- MARK VEREEN (~~ARCHITECT~~) OUTLINED THE REQUEST TO RE-ZONE (3) PLATS TO B-1
- MARK VEREEN OUTLINED THE TIMELINE
- BRAD HOFFMAN (ELDER) SHOWED RENDERINGS & GAVE AN OVERVIEW OF PROPOSED CONSTRUCTION
- QUESTIONS WERE ASKED BY THOSE IN ATTENDANCE & ANSWERED BY MARK & BRAD

Neighborhood Meeting Summary

Date: 04/30/2026 **Meeting Location:** Covenant Presbyterian Church

Applicant: Mark Vereen, CGL **Application:** Rezoning from R-1/B-3 to B-1

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:04 P.M.

Applicant's signature attesting to the accuracy of this summary:

X _____ Date: 04/30/2026

MEETING MINUTES

Location: Covenant Presbyterian Church [redacted]

Date: [redacted]

Time: 5:00 PM

MINUTE DETAILS

I. SIGN INS

a. Laura Warren and Erin Baldwin assisted in having all attendees sign-in by hand.

b. Sign-in sheet is separate of these minutes

II. INTRODUCTION

a. Mark Vereen opened with an introduction.

b. Lanier Wood opened the meeting with prayer.

III. OVERVIEW OF PROPOSED PROJECT

a. Mark outlined that Covenant Presbyterian Church was requesting a re-zoning of (3) properties off of Hyland Ave. and/or Mobile St.

b. The rezoning that this request was being presented was to combine multiple separate plats into a combined zone for CPC's upcoming construction project (new parking lots and upgraded facilities).

c. Mark outlined that this request was to re-zone for B1 and not B3, which would be for religious activities.

d. To help answer questions, Brad Hoffman (elder) showed renderings of the future, proposed construction to better answer questions from neighbors in attendance.

e. Brad Hoffman outlined that ideally the overall Project would take approximately (3) years to complete.

f. Mark Vereen outlined that a "buffer" would be provided between the parking lot and the residential housing (i.e. screen, fence, etc.), and Brad Hoffman offered to speak with neighbors to determine what would be preferred by neighborhood residents.

g. Brad Hoffman voiced that this construction project was not being designed to suit the needs of the school that is utilizing the current facilities (Cypress Grove Academy), and that CPC has no plans to start a school of its own.

h. A "fly-through" of the future, proposed project was shown and Brad Hoffman narrated what each building and location was in order to better education those in attendance.

IV. QUESTIONS

a. Question was asked if CPC would be trying to pursue additional purchases of property.
    1. Brad Hoffman (elder) outlined that the current masterplan is utilizing property that is currently owned by CPC.
    2. Brad Hoffman outlined that the purchase of additional property could occur in the future, but is not planned at the time.

b. Same neighbor outlined concerns that if CPC were to close like other churches in Mobile then it could become an unappealing piece of property that could negatively impact the neighborhood.

c. Brad Hoffman outlined the overall construction plans for CPC, the necessity of new facilities for a multi-generational church, safety for children, etc.

d. Neighbors voiced concerns that if traffic increased it could become a safety issue on Hyland Avenue, as the street has become a cut-through from Spring Hill Ave. to Old Shell Road.

e. Question was asked regarding the type of lighting that would be in the parking lots. Mark Vereen outlined it would meet the City of Mobile's regulations

f. A neighbor asked what the landscaping would look like. Mark Vereen stated that 5% landscaping is required for a B1 zone, but that more was being planned and that the services of a landscape architect will be utilized.

g. Question was asked if the buildings that are on the renderings have been approved by the City of Mobile
    1. Mark Vereen stated that they have not and the first step in the process is to have the property rezoned, which will occur start at the next Planning and Zoning meeting on May 21, 2026.

h. A neighbor who lives on Del Barco Dr. asked if anyone has had traffic discussions with the City of Mobile regarding the traffic caused at the intersection of Spring Hill Ave., Del Barco Dr., and Hyland Ave.
    1. Mark Vereen stated that a traffic study would have to occur with the City's Traffic Engineer as part of the Plan Review.

V. CONCLUSION

Next meeting will be held on **May 21, 2026 (Planning Commission Meeting)**

Notice of Neighborhood Meeting
[April 10th, 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 **Mark Vereen (Clark Geer, Latham & Associates, Inc.), on behalf of Covenant Presbyterian Church,** will be submitting to the Mobile City Planning Commission:

(1) Planning Commission Rezoning Application [(Zoning Change to rezone the properties listed below from Single- Family Residential Urban District (R-1) to Buffer Business Urban District (B- 1)]. *Pictorial representation of parcels in question can be found on pg. 2 of this notice. Parcels inside black boundaries are listed below for rezoning.*

- 2651 Springhill Ave. Mobile, AL 36607
  - Portion of property rezone B-3 to B-1
- 152 Mobile St. Mobile, AL 36607
- 157 Mobile St. Mobile, AL 36607
- 158 Mobile St. Mobile, AL 36607
- 159 Mobile St. Mobile, AL 36607
- 144 Hyland Ave. Mobile, AL 36607
- 146 Hyland Ave. Mobile, AL 36607
- 2609 Springhill Ave. Mobile, AL 36607

The Neighborhood Meeting will be held at the following time, date, and location:

April 30th, 2026
5:00 P.M.
2651 Springhill Ave. Mobile, AL 33607
(Covenant Presbyterian Church)

You are receiving this notice because your property is located within 300 feet **of 2651 Springhill Ave. Mobile, AL 36607**, 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,

Mark Vereen

[redacted]

Notice of Neighborhood Meeting
[April 10th, 2026]

Zoning Web Map

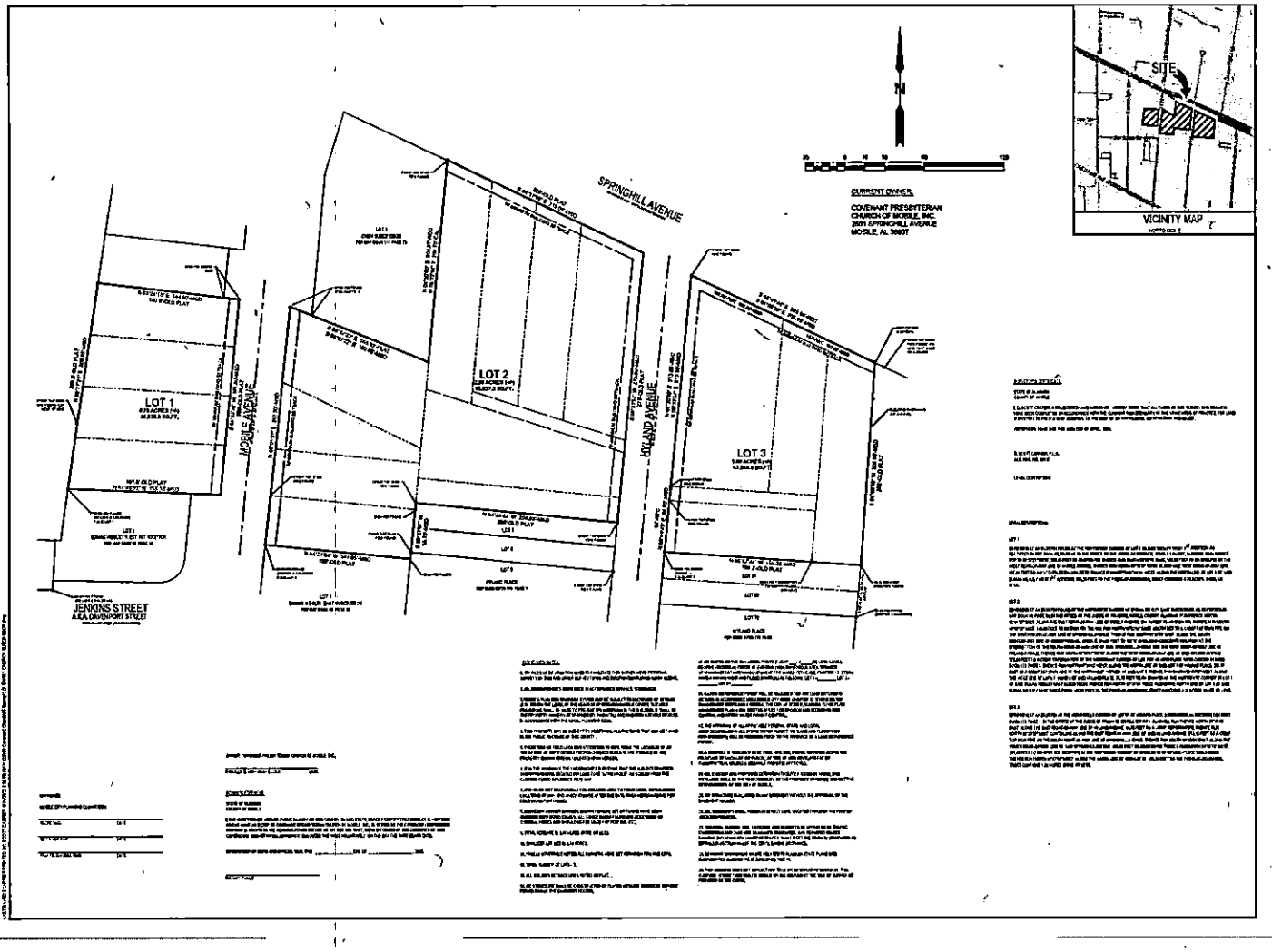


4/7/2026, 2:43:34 PM

1:1,534

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

Parcel Details
MOBILE
Zoning Districts
R-1
R-2
R-3
R-A
R-B
H-B
B-1
T-B
LB-2
B-2
B-3
B-4
B-5
CW
MM
ML
MH
I-1
I-2
PD
T-3
T-4
T-5.1
T-5.2
T-6
SD-WH
SD
Municipal
Open



CLARK | GEER | LATHAM AND ASSOCIATES, INC.

SUBDIVISION PLAT FOR
COVENANT PRESBYTERIAN CHURCH
2651 SPRINGHILL AVENUE
MOBILE, ALABAMA 36607

DESCRIPTION
REVISION LOG

SUBDIVISION PLAT

SUBD-1.0

Public Notification - Property Owners

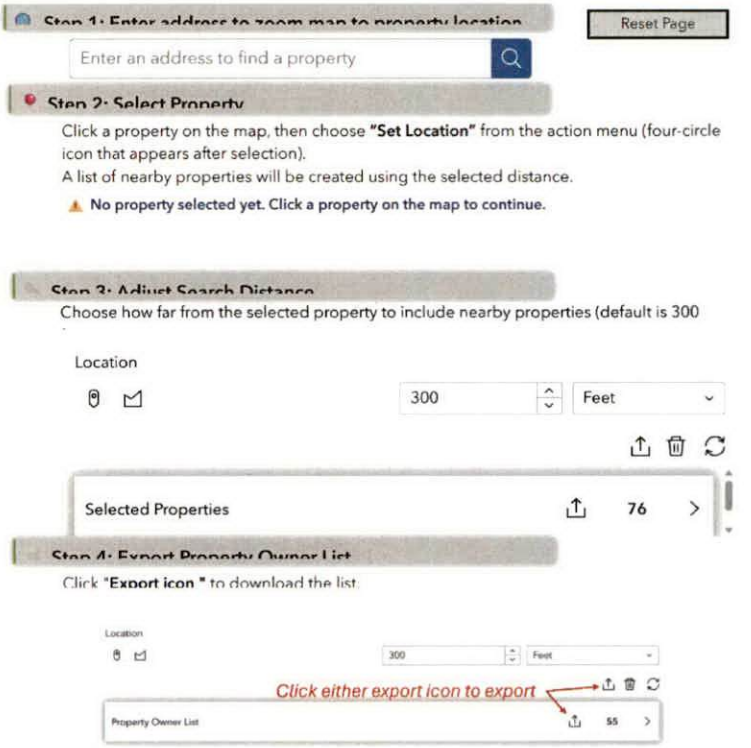
This application will create a downloadable list of adjacent property owners for

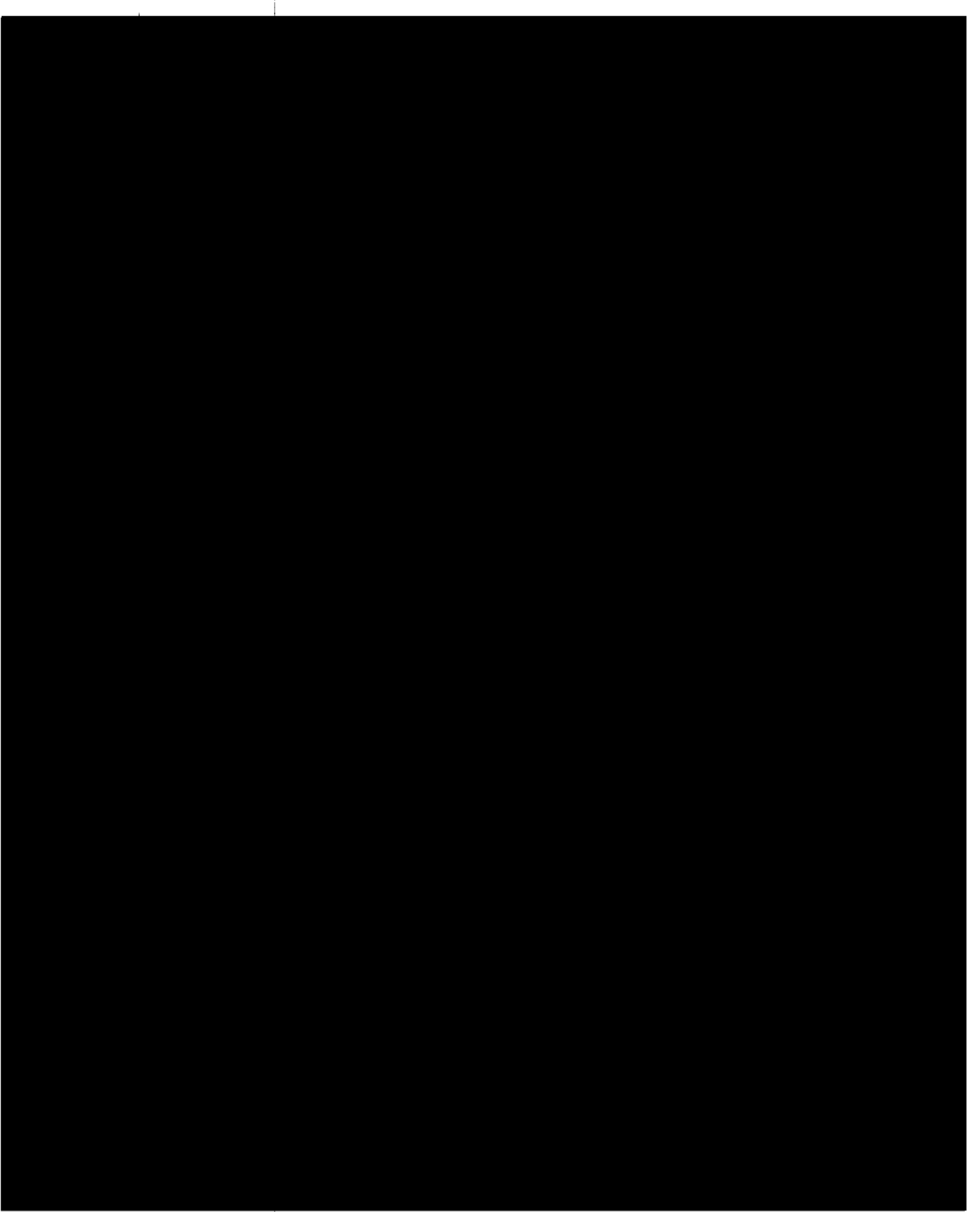


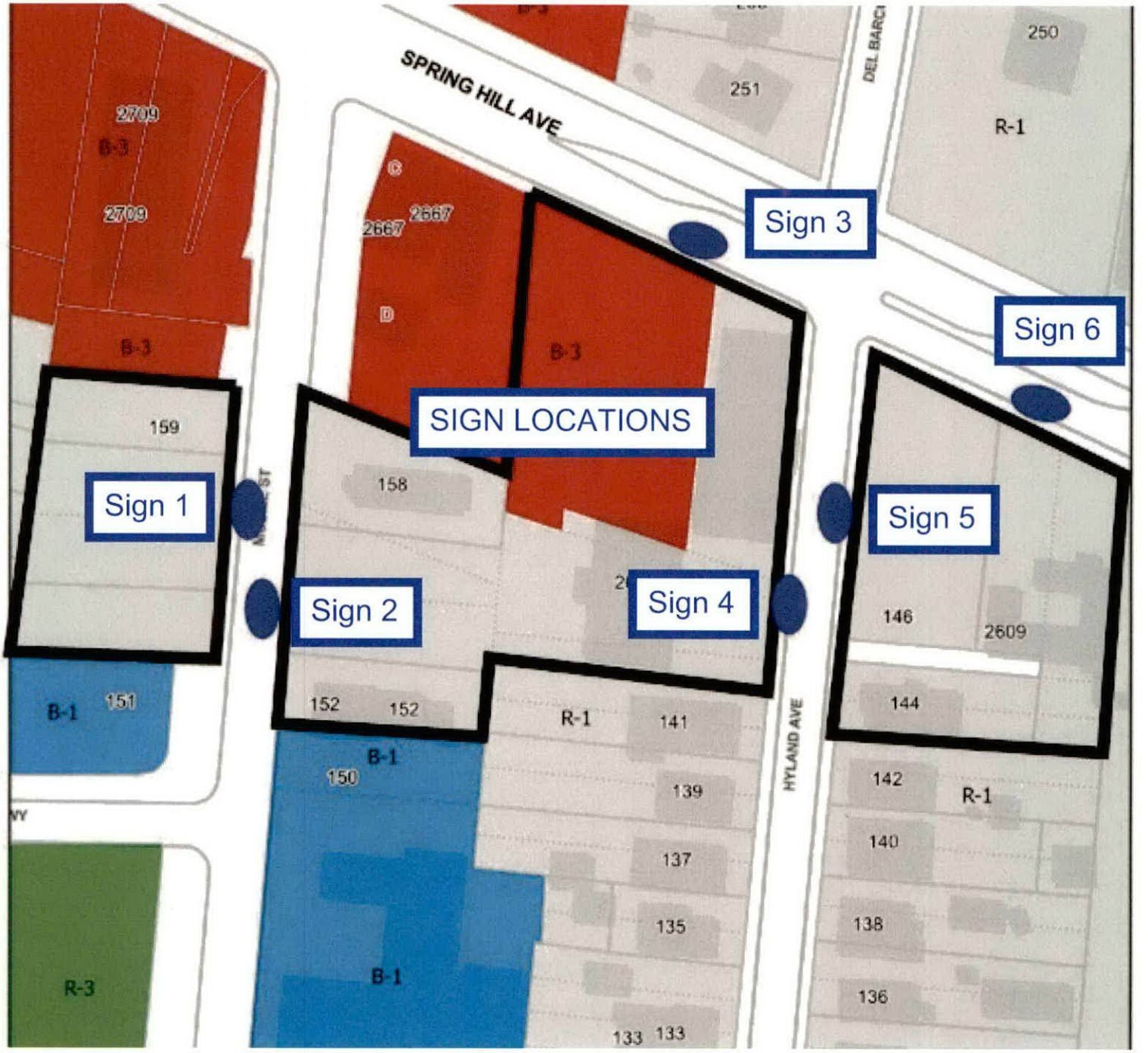
City of Mobile | City of Mobile GIS Hub | Email Application Support

Data Source: Property data is from the Mobile County Revenue Commission.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results

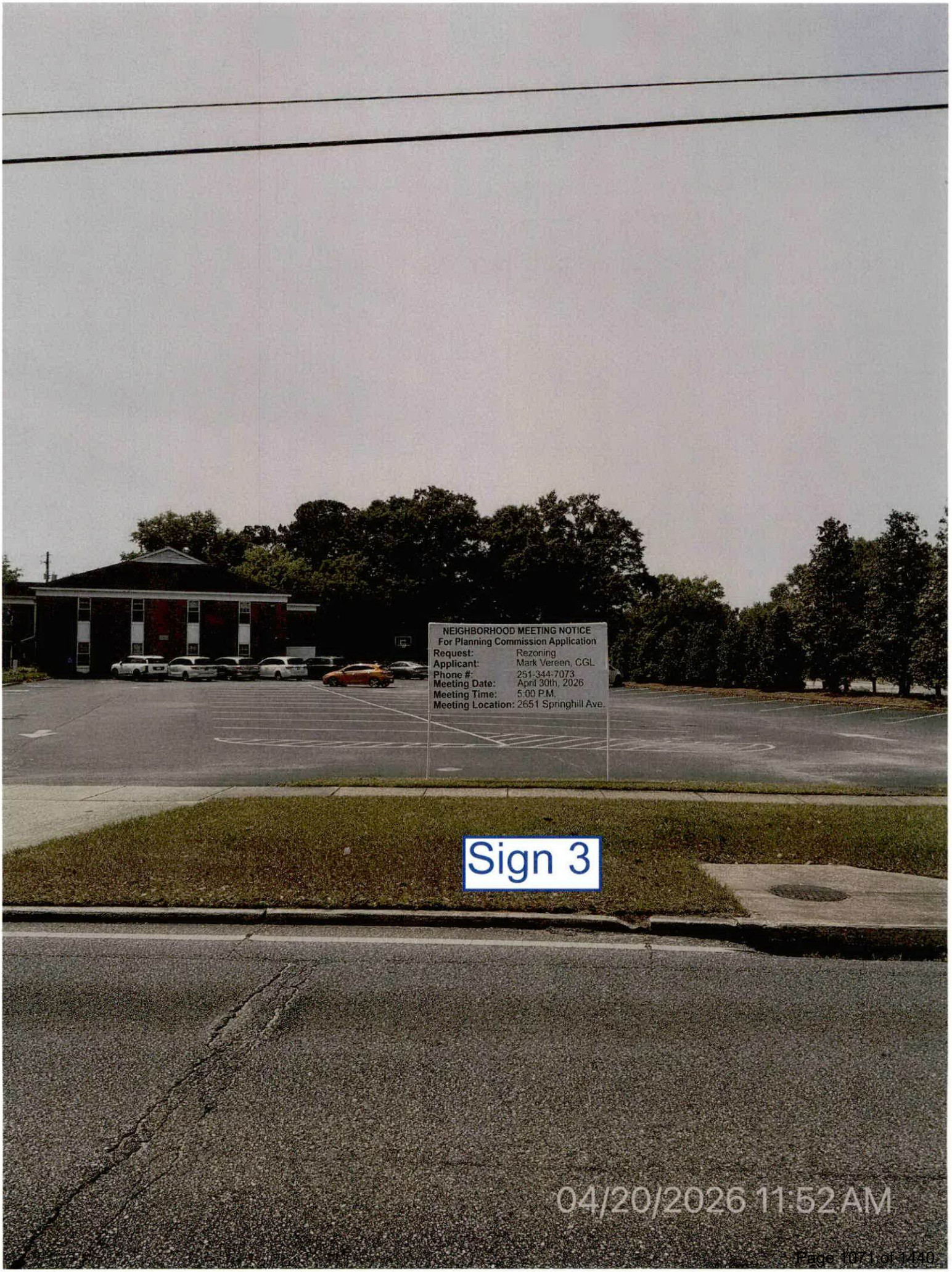




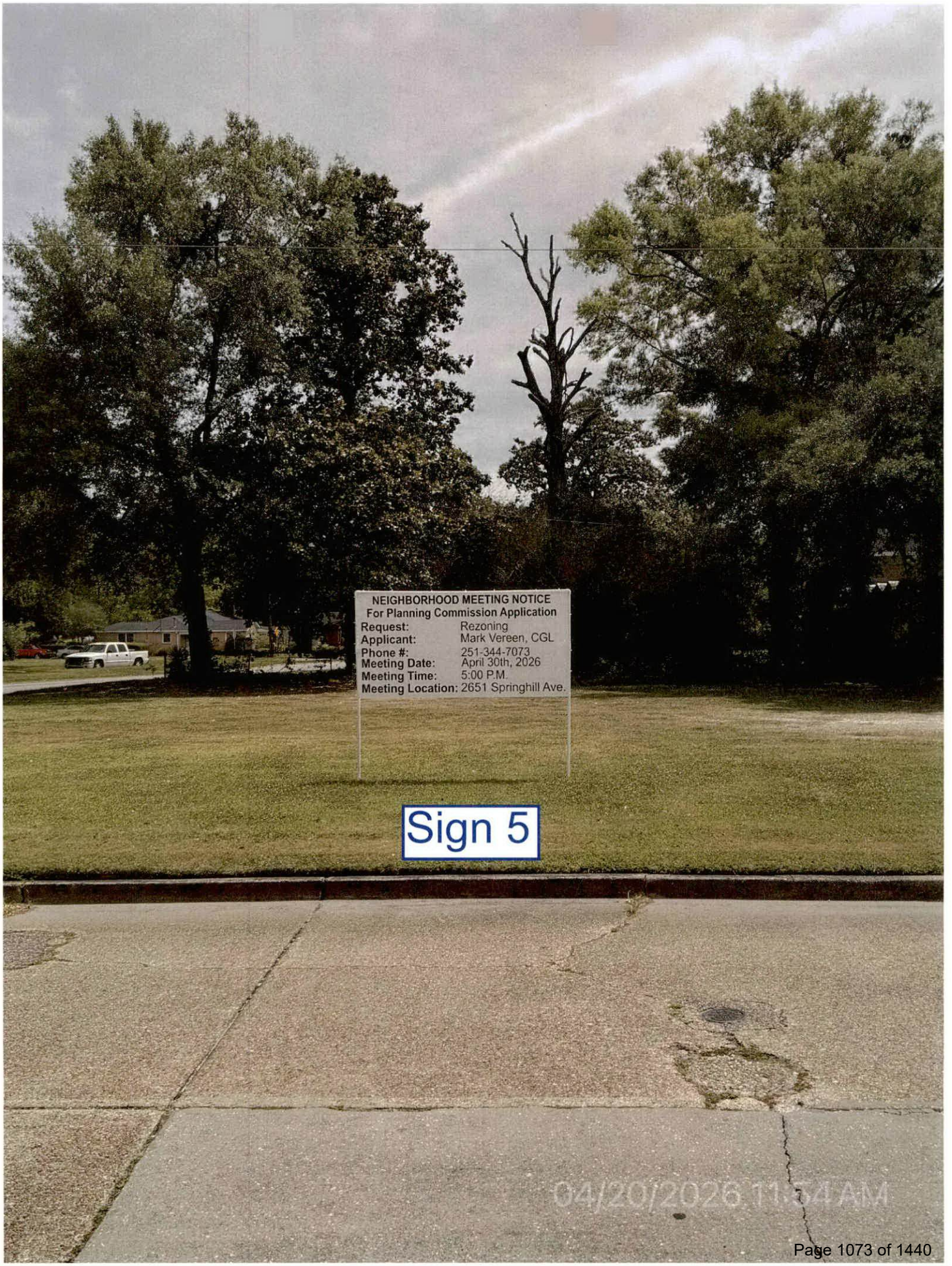

SPRING HILL AVE
DEL BARCH
HYLAND AVE
SIGN LOCATIONS
Sign 1
Sign 2
Sign 3
Sign 4
Sign 5
Sign 6
2709
B-3
2709
B-3
C
2667
2667
D
B-3
250
251
R-1
159
158
151
B-1
152
152
150
B-1
R-1
141
139
137
135
B-1
133
133
146
2609
144
142
R-1
140
138
136
R-3


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 1
04/20/2026 11:50 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 2
04/20/2026 11:49 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 3
04/20/2026 11:52AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 4
04/20/2026 11:53 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 5
04/20/2026 11:54 AM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning
Applicant: Mark Vereen, CGL
Phone #: 251-344-7073
Meeting Date: April 30th, 2026
Meeting Time: 5:00 P.M.
Meeting Location: 2651 Springhill Ave.
Sign 6
04/20/2026 11:56 AM

Legal Description of 3-Lot Subdivision

LOT 1

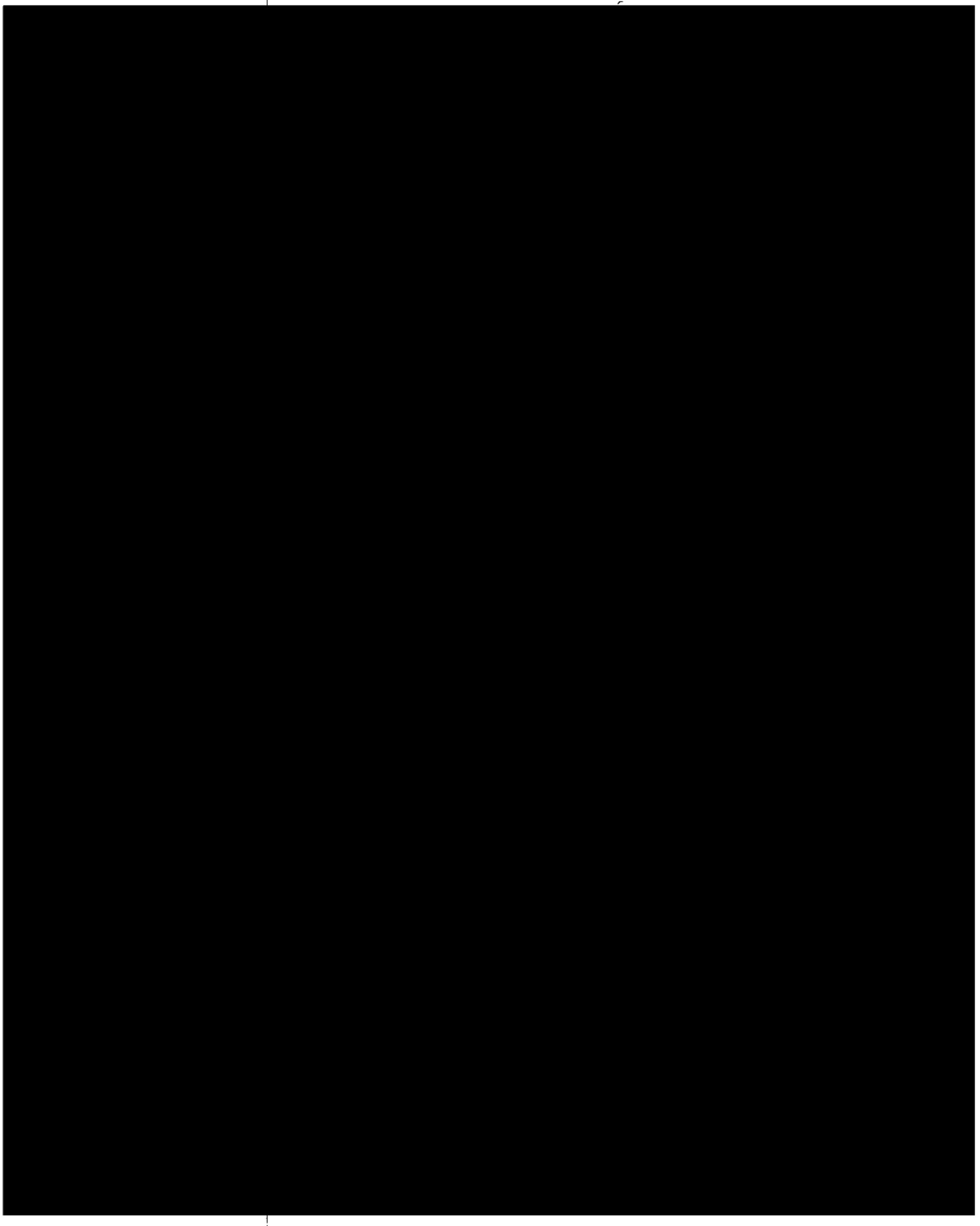
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1, DUMAS WESLEY WEST 1ST ADDITION, AS RECORDED IN MAP BOOK 84, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 08°27'21" EAST, 209.85 FEET TO AN IRON PIN; THENCE RUN SOUTH 83°24'18" EAST, 144.50 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF MOBILE AVENUE; THENCE RUN SOUTH 05°33'38" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 197.80 FEET TO AN "X" CHISLED IN CONCRETE; THENCE RUN NORTH 87°48'39" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY WEST 1ST ADDITION, 155.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 0.70 ACRES, MORE OR LESS.

LOT 2

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF DUMAS WESLEY EAST SUBDIVISION, AS RECORDED IN MAP BOOK 84, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 06°01'37" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MOBILE STREET, 241.30 FEET TO AN IRON PIN; THENCE RUN SOUTH 68°07'27" EAST, 150.65 FEET TO AN IRON PIN; THENCE RUN NORTH 05°22'54" EAST, 204.70 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°37'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 219.05 FEET TO AN "X" CHISLED IN CONCERTE WALKWAY AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE AND THE WEST RIGHT OF-WAY LINE OF HYLAND AVENUE; THENCE RUN SOUTH 05°33'57" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 273.00 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHEAST CORNER OF LOT 7 OF HYLAND PLACE AS RECORDED IN DEED BOOK 111, PAGE 1; THENCE RUN NORTH 84°24'42" WEST, ALONG THE NORTH LINE OF SAID LOT 7 OF HYLAND PLACE, 204.95 FEET TO A CRIMP TOP IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE RUN SOUTH 05°31'07" WEST, ALONG THE WEST LINE OF LOTS 7, 8 AND 9 OF SAID HYLAND PLACE, 56.75 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION; THENCE RUN NORTH 84°21'04" WEST, ALONG THE NORTH LINE OF LOT 1 OF SAID DUMAS WESLEY EAST SUBDIVISION, 147.05 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 2.20 ACRES, MORE OR LESS.

LOT 3

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT 81 OF HYLAND PLACE SUBDIVISION, AS RECORDED IN DEED BOOK 111, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 05°46'48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF HYLAND AVENUE, 66.50 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 05°33'37" EAST, CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HYLAND AVENUE, 213.90 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 64°35'06" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SPRINGHILL AVENUE, 205.95 FEET TO AN IRON PIN; THENCE RUN SOUTH 04°05'18" WEST, 204.65 FEET TO AN OPEN TOP IRON PIPE AT THE NORTHEAST CORNER OF SAID LOT 81 OF HYLAND PLACE SUBDIVISION; THENCE RUN NORTH 86°07'44" WEST, ALONG THE NORTH LINE OF SAID LOT 81, 199.35 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 1.09 ACRES, MORE OR LESS.



Agenda Item # 14

SUB-003726-2026 & ZON-UDC-003727-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2609 and 2651 Spring Hill Avenue, 152, 157, 158, and 159 Mobile Street, and 144 Hyland Avenue

Subdivision Name:
Covenant Presbyterian Church Subdivision

Applicant / Agent:
Mark Vereen, Clark, Geer, Latham & Associates, Inc.

Property Owner(s):
Covenant Presbyterian Church of Mobile, Inc.

Current Zoning:
R-1, Single-Family Residential Urban District and B-3, Community Business Suburban District

Proposed Zoning:
B-1, Buffer Business Urban District

Future Land Use:
Mixed Density Residential, Neighborhood Center – Traditional, and Traditional Corridor

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

Proposal:
- Subdivision approval to create three (3) legal lots of record.
- Rezoning from R-1 and B-3 to B-1
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with two (2) 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 units, commercial units lie to the northwest.

APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

N

NTS

SITE HISTORY

In May 1954, a portion of the site currently occupied by 2651 Spring Hill Avenue was before the Board of Zoning Adjustment to request a front yard setback variance; the application was withdrawn.

In August 2020, the portion of the site at the Southeast corner of Hyland Avenue and Spring Hill Avenue (146 Hyland Avenue) received approval from the Board of Zoning Adjustment to allow that property to be developed as an off-premise parking lot with 38 spaces for the existing church at 2651 Spring Hill Avenue. As no permits were obtained, this approval has since expired.

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. It is recommended, due to the subdivision being separated by public rights-of-way, that the LOTS be designated 1A, 1B, and 1C instead of 1, 2, 3.
C. Show and label the ROW widths along the frontage of LOT 1A and 1B along Mobile Ave.
D. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of Spring Hill Ave. and Hylalnd Ave. to the City of Mobile and list the amount of dedicated acreage in square feet and acres.
E. Revise SURVEYOR'S NOTES #15 to read - As shown on the 1984 aerial photo LOTS 1A, 1B, and 1C will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1A – 10,000 sf, LOT 1B – 56,000 sf, and LOT 1C – 16,000 sf. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
F. Delete any duplicate "LEGAL DESCRIPTION" headings.
G. Retain NOTES 16 - 19 and 21.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review [redacted] or to obtaining any signatures. No signatures are required o[redacted]

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

The purpose of this application is to create three (3) legal lots of record from seven (7) existing metes-and-bounds parcels and five (5) existing legal lots of record. The site is served by public water and sanitary sewer.

The proposed lots front Spring Hill Avenue, Hyland Avenue, and Mobile Street. Spring Hill Avenue is a Principle Arterial Street with a required 100-foot-wide right-of-way at this location, the preliminary plat indicates an existing compliant right-of-way. Hyland Avenue and Mobile Street are both minor streets with curb and gutter, and as such, should each have a 50-foot right-of-way. The preliminary plat shows both streets have compliant existing rights-of-way. It should be noted that the plat incorrectly labels Mobile Street as "Mobile Avenue", which should be corrected on the Final Plat, if approved.

Section 6.C.6. of the Subdivision Regulations requires dedication of street corner radii. As such, if approved, dedication of the Southwest and Southeast corner radii at Spring Hill Avenue and Hyland Avenue should be required.

The lots exceed the minimum size and area requirements for parcels served by public water and sanitary sewer within the site's existing and proposed zoning classifications. This information is properly labeled in both square feet and acres on the preliminary plat, in accordance with Section 5.A.2(e)(4) of the Subdivision Regulations and should be retained on the Final Plat, adjusted for dedication, if approved. The lot also exceeds the minimum width requirement for non-residential lots, as specified in Section 6.C.2(b)(4) of the Subdivision Regulations.

A 10-foot front yard setback is illustrated along all street frontages, as required by Section 6.C.8 of the Subdivision Regulations and the dimensional standards of Article 2 of the Unified Development Code (UDC) for the site's proposed zoning classifications. Therefore, if approved, the required 10-foot front yard setback should be retained, adjusted to reflect the proposed dedication.

It should be noted that there is an existing alley within the proposed Lot 3. If approved, the alley will need to be vacated prior to the recording of the Subdivision plat.

Finally, if the Subdivision is approved, Lot 2 will be split-zoned as B-3 and R-1, unless the rezoning request is approved.

Rezoning

The applicant requests rezoning of the lots resulting from the proposed subdivision from R-1, Single-Family Residential Urban District and B-3, Community Business Urban District, to B-1, Buffer Business Urban District, to allow the existing church at 2651 Spring Hill Avenue to expand their campus.

Additional details and the full application are available through the link provided on Page 1 of this report.

The site is bordered by properties zoned B-3, Community Business Urban District and R-1, Single-Family Residential Urban District, to the North and West; R-1, Single-Family Residential Urban District, to the East; and B-1, Buffer Business Urban District and R-1, Single-Family Residential Urban District, to the South.

Surrounding land uses along this segment of Spring Hill Avenue include a mix of restaurants, gas stations, and single-family residences. The nearby areas of Hyland Avenue and Mobile Street are mostly occupied by single-family residences and a community center.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

According to the Future Land Use Map (FLUM), the site lies within Mixed Density Residential, Neighborhood Center – Traditional, and Traditional Corridor designations. The applicant states that the existing and proposed church campus is compatible with these designations because it serves nearby residents and supports the surrounding community. The applicant further notes that the property fronts Spring Hill Avenue, a major arterial corridor under the jurisdiction of ALDOT, and is located within an area characterized by a mixture of residential and commercial development patterns.

The applicant does not allege that the existing zoning classifications were established in error. Rather, the request is based on the desire to eliminate the existing split-zoning condition across the property, establish consistent development standards, and facilitate orderly campus expansion. The applicant also notes that a portion of the site is currently zoned B-3, which permits more intensive commercial uses than the proposed B-1 district. As such, the request would reduce the development intensity permitted on that portion of the property.

With respect to compatibility, the applicant states that B-1 zoning is intended to serve as a transitional district between higher-intensity commercial corridors and adjacent residential neighborhoods. The applicant further notes that an established B-1 zoning pattern already exists directly south of the site and that the proposed rezoning would extend that district northward, creating a more cohesive zoning pattern and reducing isolated zoning conditions. Given the mix of commercial and residential uses along Spring Hill Avenue, as well as the institutional nature of the existing church campus, the proposed B-1 zoning appears generally compatible with the surrounding development pattern. Additionally, because the church use already exists on the site, the request would not introduce a new land use into the area, but rather allow expansion and reinvestment associated with the existing institutional use.

In support of the request, the applicant states that the proposed church expansion will promote the public health, safety, and welfare of the community by providing space for services and programs supporting the physical, emotional, and social well-being of nearby residents. The applicant also states that the proposed subdivision will eliminate the otherwise split-zoned condition affecting proposed Lot 2 and allow for orderly future development of the site.

A survey illustrating all proposed site improvements was submitted with the application showing the proposed layout of the expanded church building and associated parking. It should be noted that, at the time of permitting, site plans demonstrating compliance with all applicable requirements of Article 3 of the UDC will be required. Additionally, any future development will be subject to applicable City of Mobile and ALDOT access and infrastructure requirements.

Overall, the proposed rezoning from R-1 and B-3 to B-1 appears intended to create a unified zoning designation for the existing church campus while reducing the intensity of commercial development otherwise permitted on portions of the site. Given the established church use, the existing B-1 zoning pattern to the south, and the transitional character of the Spring Hill Avenue corridor, the request appears generally consistent with the surrounding development pattern and the intended purpose of the B-1 district as a buffer between commercial and residential uses.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request the following conditions could apply:

1. Dedication of the Southwest and Southeast corner radii at Spring Hill Avenue and Hyland Avenue in compliance with Section 6.C.6. of the Subdivision Regulations;
2. Retention of the lot sizes in both square feet and acres on the Final Plat, adjusted for any required dedication;
3. Change "Mobile Avenue" to "Mobile Street";
4. Retention of the 10-foot front yard setback along Spring Hill Avenue, adjusted to reflect the required dedication;
5. Completion of the rezoning process prior to the signing of the Subdivision plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Compliance with all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

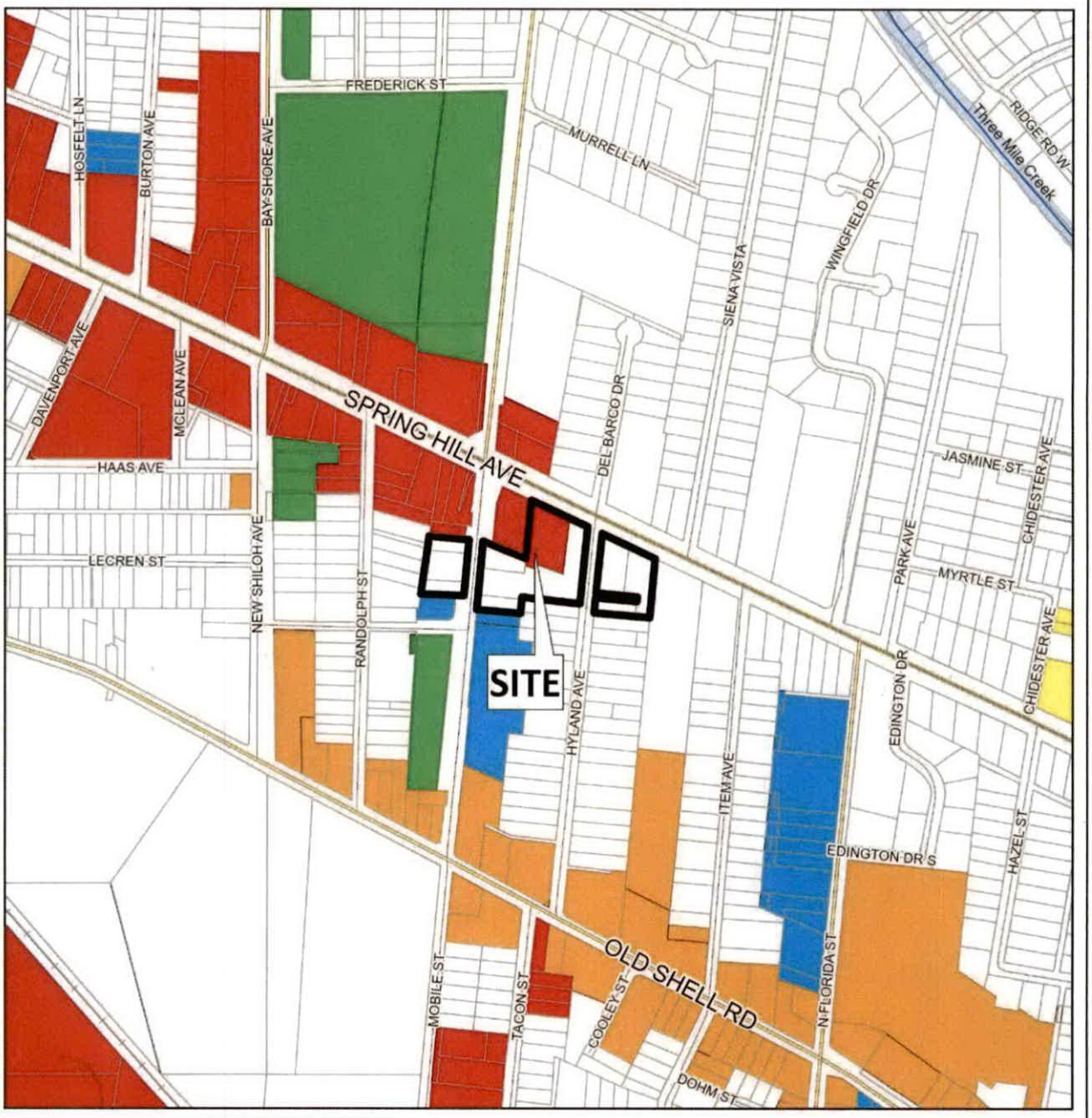
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition(s) could apply:

1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 14 DATE May 21, 2026

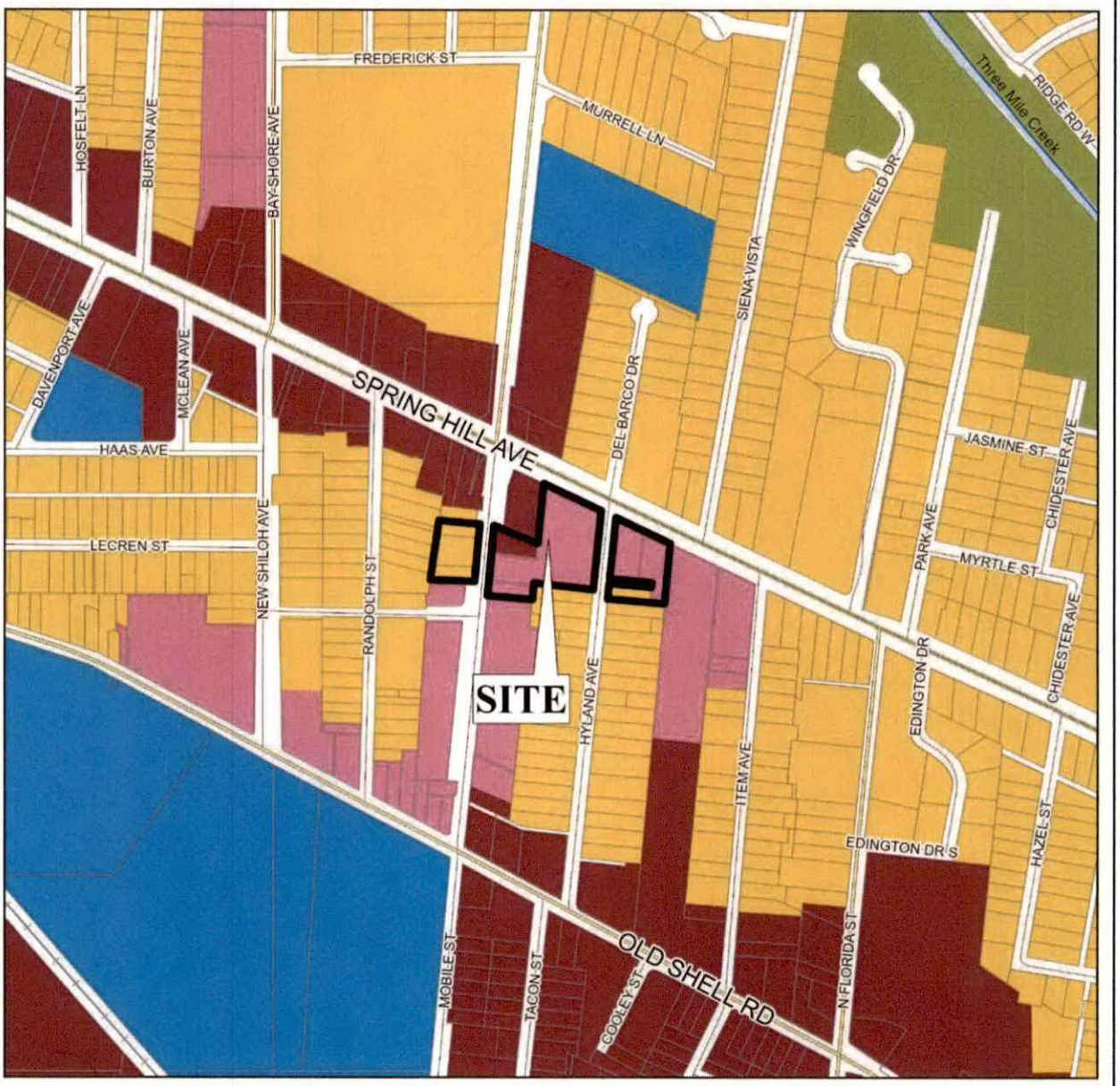
APPLICANT Covenant Presbyterian Church Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

- 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 units, commercial units lie to the northwest.

APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

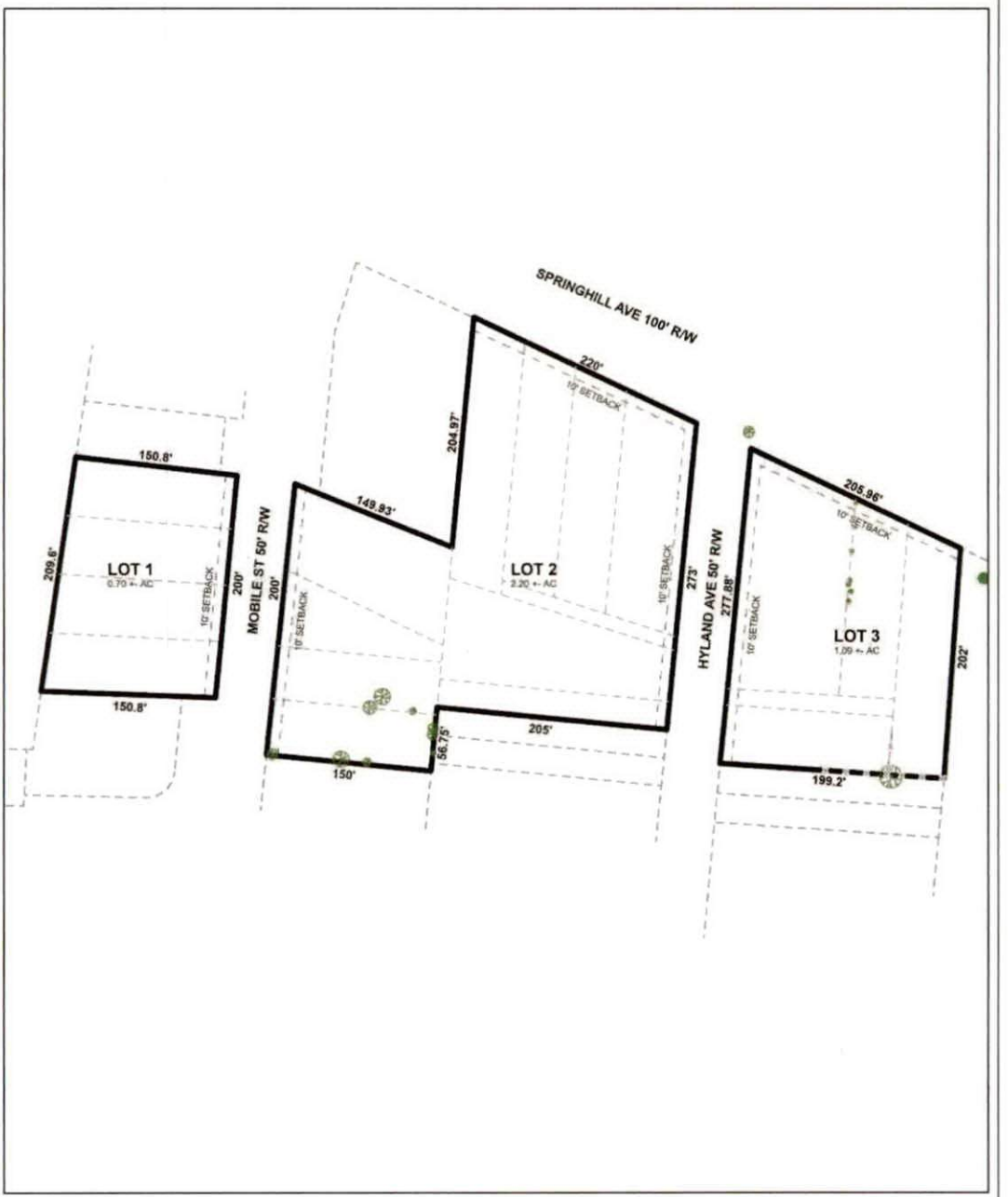
REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

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 proposed lots, setbacks, and landscaping.

APPLICATION NUMBER	14	DATE	May 21, 2026
APPLICANT	Covenant Presbyterian Church Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-3 to B-1		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 14 DATE May 21, 2026

APPLICANT Covenant Presbyterian Church Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-3 to B-1

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

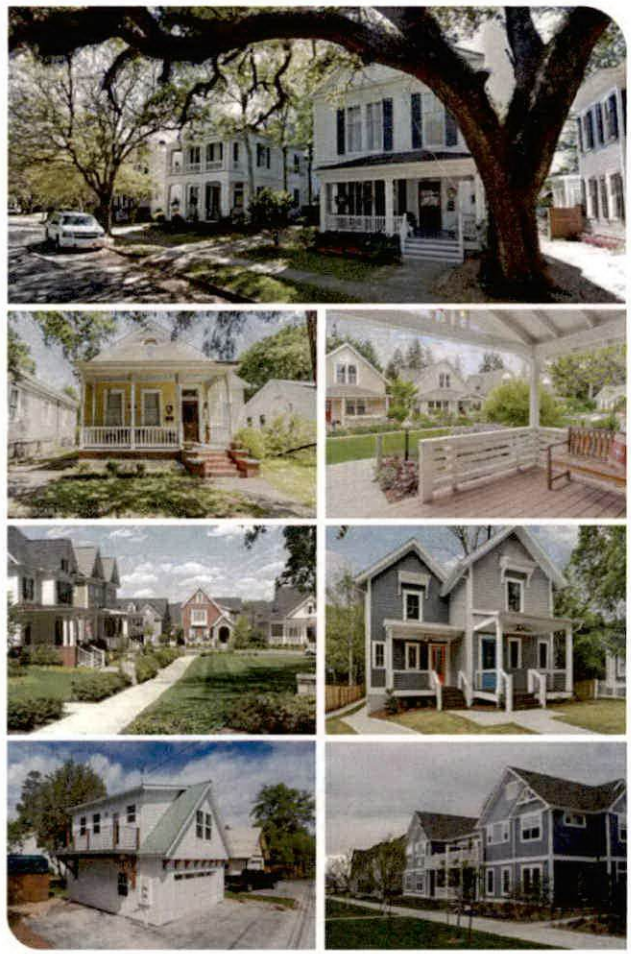
Secondary Uses

- 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

NEIGHBORHOOD CENTERS (NC)

Neighborhood Center applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. The following principles apply not just to the future development of new centers, but also to the redevelopment of existing centers. These principles are common to all neighborhood centers, but the appropriate design varies depending on whether a center is in a more "traditional" or more "suburban" context.

- Support a limited amount of commercial employment
- Incorporate some residential use, compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments. Form vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- Be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

Land use mix

Primary Uses

- Commercial
- Office
- Residential, Multifamily

Secondary Uses

- Residential, Attached
- Civic
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes
- Accessory and live-work units



NC TRADITIONAL (NCT)

These tend to be in areas connected to MxDR neighborhoods. They primarily occur east of I-65.

Development Intent

- Buildings should orient to the street, with on-site parking typically pushed to the back of the site.
- Design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.



NC SUBURBAN (NCS)

These generally are located among the LDR neighborhoods west of the I-65. Where they exist, these centers currently have a more pronounced vehicular orientation.

Development Intent

- Support increase in mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).
- Retrofit to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.)







TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods. Depending on their location, these areas incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures, and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.

Development Intent

- Incorporate attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving.
- Special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

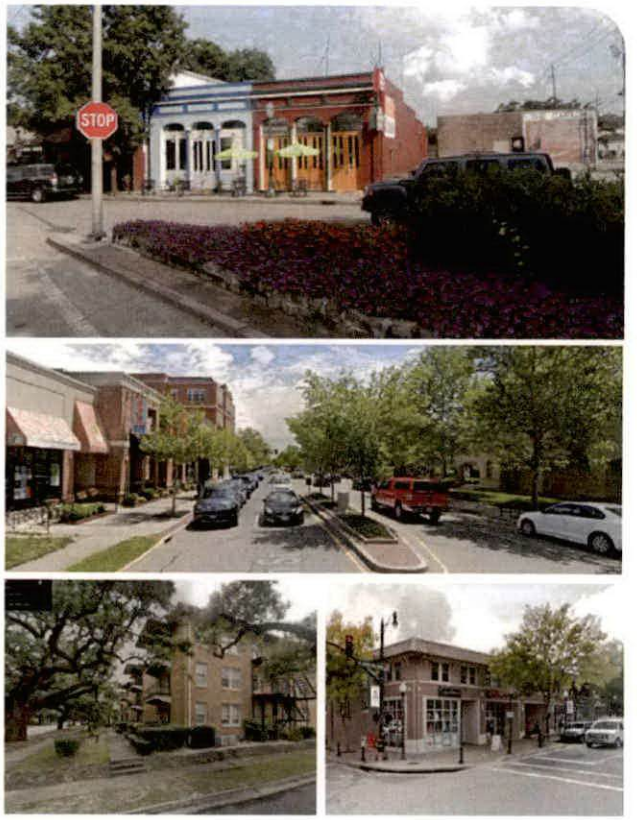
Secondary Uses

- Residential, Attached
- Parks

Housing mix

- Various types ranging in density from 10 to 30 du/ac;
- Residential units above ground-floor retail
- Multifamily buildings (small scale)
- Attached residential such as duplexes, multiplexes, and townhomes

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 Rezoning for Property
Located at 4630, 4700, and 4960 Dauphin Island Parkway

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 4630, 4700, and 4960 Dauphin Island ParkwayB-3, B-3, Community Business Suburban District, to B-3, Community Business Suburban District, to remove a previous condition of the rezoning approval limiting development of the site to a Planned Unit Development.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, A DISTANCE OF 1356.62 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, 5-FEET MORE OR LESS TO THE EAST BANK OF PERCH CREEK; THENCE NORTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID CREEK, 400 FEET MORE OR LESS; THENCE SOUTH 76°-59'-46" EAST, 3 FEET MORE OR LESS TO A POINT HEREAFTER REFERRED TO AS POINT "B" (MATHEMATICAL TIE BETWEEN POINT "A" AND "B" IS NORTH 10°-17'-56" EAST, 373.47 FEET); THENCE CONTINUE SOUTH 76°-59'-46" EAST, 1102.90 FEET; THENCE SOUTH 21°-46'-27" EAST,69.72 FEET; THENCE SOUTH 77°-01'-44" EAST,392.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (125' RIGHT-OF-WAY); THENCE SOUTH 14°-06'-45" WEST AND ALONG SAID WEST RIGHT-OF-WAY, 298.73 FEET TO THE P.C. OF A 101,668.28 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND

WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 15°-23'-12" WEST, 16.74 FEET) A DISTANCE OF 16.78 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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 City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4630, 4700, and 4960 Dauphin Island Parkway.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, DOCKSIDE MARINA SUBDIVISION, AS RECORDED IN MAP BOOK 130, PAGE 83, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, RUN NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, A DISTANCE OF 1356.62 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 77°-05'-58" WEST AND ALONG SAID LOT 1, 5-FEET MORE OR LESS TO THE EAST BANK OF PERCH CREEK; THENCE NORTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID CREEK, 400 FEET MORE OR LESS; THENCE SOUTH 76°-59'-46" EAST, 3 FEET MORE OR LESS TO A POINT HEREAFTER REFERRED TO AS POINT "B" (MATHEMATICAL TIE BETWEEN POINT "A" AND "B" IS NORTH 10°-17'-56" EAST, 373.47 FEET); THENCE CONTINUE SOUTH 76°-59'-46" EAST, 1102.90 FEET; THENCE SOUTH 21°-46'-27" EAST,69.72 FEET; THENCE SOUTH 77°-01'-44" EAST,392.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (125' RIGHT-OF-WAY); THENCE SOUTH 14°-06'-45" WEST AND ALONG SAID WEST RIGHT-OF-WAY, 298.73 FEET TO THE P.C. OF A 101,668.28 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 15°-23'-12" WEST, 16.74 FEET) A DISTANCE OF 16.78 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Community Business Suburban District (B-3) to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said

premises for any use permitted by the terms of said Ordinance in a **B-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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

Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC
Byrd Surveying, Inc., Agent
4630, 4700, and 4960 Dauphin Island Parkway
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 2, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent),** for a change in Rezoning from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development, for the property located at **4630, 4700, and 4960 Dauphin Island Parkway**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report 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

May 22, 2026

Don Coleman
Coleman Marine, LLC
[redacted]

Re: 4630, 4700, and 4960 Dauphin Island Parkway
ZON-UDC-003720-2026
Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent)
District 3
Rezoning from Community Business Suburban District (B-3) to Community Business Suburban District (B-3), to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Suburban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would not adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

[redacted]

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **$372.02**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
[redacted]		

[redacted]

	Owner	~~Design Professional~~ OWNER
Name:	RICK TWILLEY	DON COLEMAN
Firm:	AUDUBON PROPERTIES, LLC	COLEMAN MARINE, LLC

[redacted]

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

4630, 4960, 4700 DAUPHIN ISLAND PARKWAY — Property Address

19.7 ACRES — Property Area (acres or square feet)

KEY #01049797 & #01049813 — Parcel Number(s) or Key Number(s)

B-3, COMMUNITY BUSINESS — Present Zoning or Transect District

B-3, COMMUNITY BUSINESS — 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: 4-15-26

~~Applicant or Agent Signature (if applicable)~~ OWNER SIGNATURE — Date: 04/15/26

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: 4-15-26

[redacted]

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
PROPERTY IS LOCATED ON AN EDGE CORRIDOR DESIGNATED FOR WATERFRONT DEVELOPMENT.

LOW DENSITY RES. WATER DEPEN.
Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
THERE IS NO PROPOSED CHANGE IN THE BUSINESSES THAT ARE ALLOWED IN B-3.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS REZONING IS TO REMOVE THE REQUIREMENT FOR A PUD THAT WAS INCLUDED IN THE ORIGINAL REZONING AMENDMENT.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
THERE ARE NO CHANGING DEVELOPMENT TRENDS IN THE AREA..

2. Describe the surrounding land uses.
VACANT LAND TO THE NORTH, CITY OWNED PROPERTY TO THE EAST, MAWSS PUMPING STATION TO THE EAST, MARINE CONSTRUCTION COMPANY TO THE SOUTH..

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
NO ADVERSE IMPACT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
ADEQUATE INFRASTRUCTURE IS AVAILABLE.

5. 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.
N/A

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, DON COLEMAN, 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 COLEMAN MARINE, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4630 DAUPHIN ISLAND PARKWAY.

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.

BYRD SURVEYING
Designee (1)

Designee (2)

[redacted]

Email

Phone Number

Signature of Company Owner

04/15/26
Date

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, RICK TWILLEY, 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 AUDUBON PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4960 & 4700 DAUPHIN ISLAND PARKWAY.

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.

BYRD SURVEYING
Designee (1)

[redacted]

Designee (2)

Email

Phone Number

Signature of Company Owner

4-15-26
Date

[redacted]

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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If yes, describe the error

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[redacted]

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2. Describe the surrounding land uses.
   VACANT LAND TO THE NORTH, CITY OWNED PROPERTY TO THE EAST, MAWSS PUMPING STATION TO THE EAST, MARINE CONSTRUCTION COMPANY TO THE SOUTH.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   ADEQUATE INFRASTRUCTURE IS AVAILABLE.

5. 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.
   N/A

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

[redacted]

Outlook

Don Coleman, Coleman Marine, LLC and Audubon Properties, LLC (Byrd Surveying, Inc., Agent) (ZON-UDC-003720-2026)

[redacted]

Good morning,

We have completed our review of the above Rezoning application. Before the application can be considered complete and scheduled for an agenda, the following item must be addressed:

1. If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this message.

An invoice for the notification fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on April 20, 2026**, the application will be placed on the **May 21, 2026, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

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

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

Thank You,
Logan Anderson
Principal Planner II
[redacted]

BUILDMOBILE

Outlook

Re: Property Case Number ZON-UDC-003720-2026

[redacted]

Jennifer,

Regarding the above-referenced request, no Planned Unit Development (PUD) is proposed. The property's zoning district originally required development through a PUD, but no PUD was ever approved, and that requirement is now obsolete, as PUDs are no longer a development option. Because no PUD exists for the site, the applicant is requesting removal of this outdated condition to allow for future development or redevelopment. No changes to the existing marina are proposed at this time, aside from relocating an interior lot line between the subject site and the vacant property to the north.

[redacted]

Please let us know if you have any additional questions.

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning

[redacted]

BUILDMOBILE

[redacted]

[redacted]

Subject: Property Case Number ZON-UDC-003720-2026

Some people who received this message don't often get email from jkwoods@mcpss.com. Learn why this is important

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

I sent this letter last week. However, I did not give you my full name and address: Jennifer K. Woods 1663 Alba Ave. Mobile, AL 36605.

To Whom It May Concern,

We, the undersigned residents living within 300 feet of the property subject to case number ZON-UDC-003720-2026, are writing to formally express our concerns regarding the upcoming hearing scheduled for May 21, 2026, at 2:00 PM.

We understand that Mr. Don Coleman of Coleman Marine, LLC is requesting a rezoning action that would retain the B-3 classification while incorporating a Planned Unit Development (PUD) component. While the zoning designation itself may not appear to change, the introduction of a PUD raises significant questions and concerns for those of us who reside in close proximity to the site.

At this time, our primary concern is the lack of clarity regarding what is specifically proposed within the Planned Unit Development. A PUD designation often allows for flexibility in land use, density, and design standards, which can result in developments that differ substantially from what is typically permitted under standard B-3 zoning. Without detailed plans, renderings, or a clear description of intended uses, it is difficult for neighboring property owners to fully understand the scope and impact of the proposed development.

We are particularly concerned about the potential impact on property values in our neighborhood. Any development that is inconsistent with the existing character of the area, introduces increased traffic, noise, or environmental disruption, or otherwise diminishes the quality of life could negatively affect our investments and homes.

Additionally, the proximity of this property to Perch Creek Preserve Park is of great importance to us. This natural and recreational area is a valuable community asset, and we are concerned that a PUD—depending on its nature—could interfere with the city's long-term vision, conservation efforts, and the overall integrity of the park and its surrounding environment.

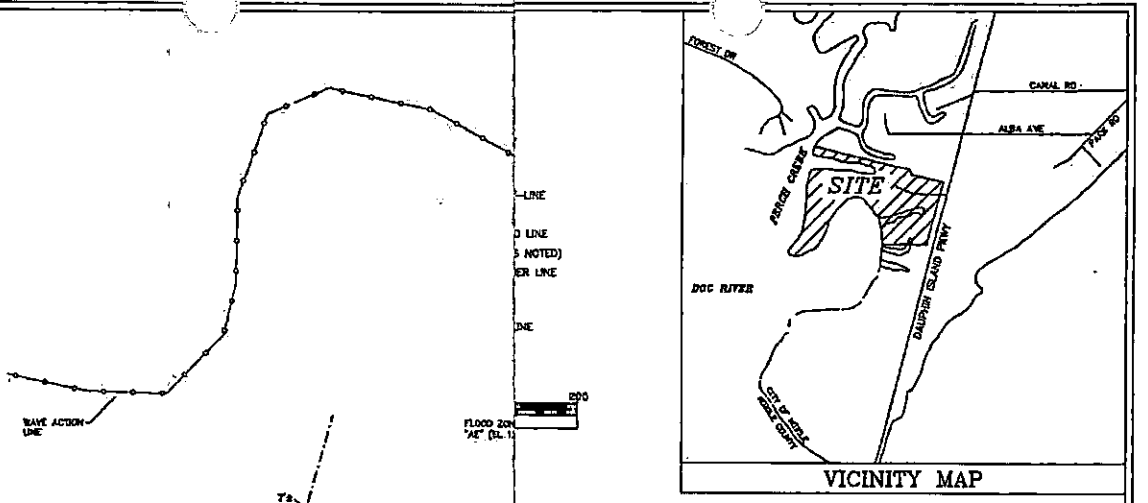
In light of these concerns, we respectfully request the following before any approval is considered:

1. A detailed description of the proposed Planned Unit Development, including intended uses, structures, density, and layout.
2. Site plans, elevations, and any available renderings to provide visual context.
3. An assessment of potential impacts on traffic, noise, drainage, and environmental conditions.
4. Clarification on how the proposed development aligns with the city's comprehensive plan, particularly regarding the preservation and enhancement of Perch Creek Preserve Park.
5. Opportunities for community input and engagement prior to any final decision.

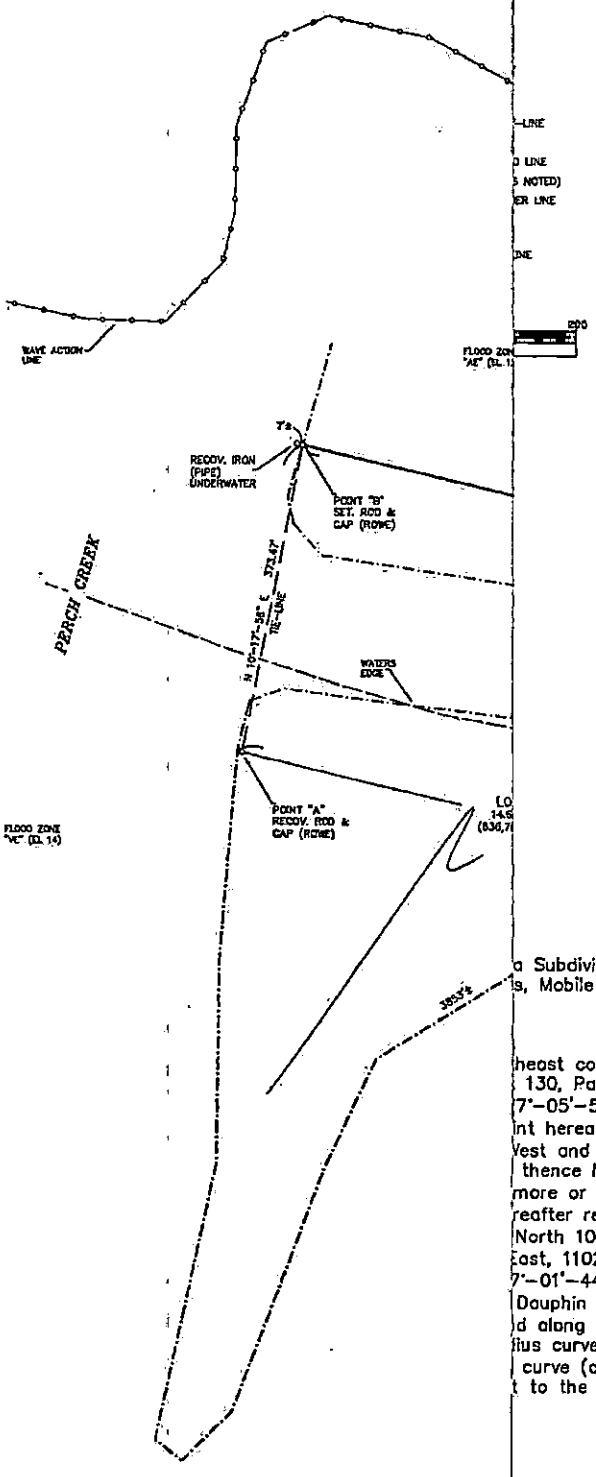
Until such information is made available and thoroughly reviewed, we are not in a position to support the requested rezoning action. We ask that our concerns be taken into serious consideration and that transparency be prioritized throughout this process.

Thank you for your time and attention to this matter.





VICINITY MAP



LEGAL DESCRIPTION

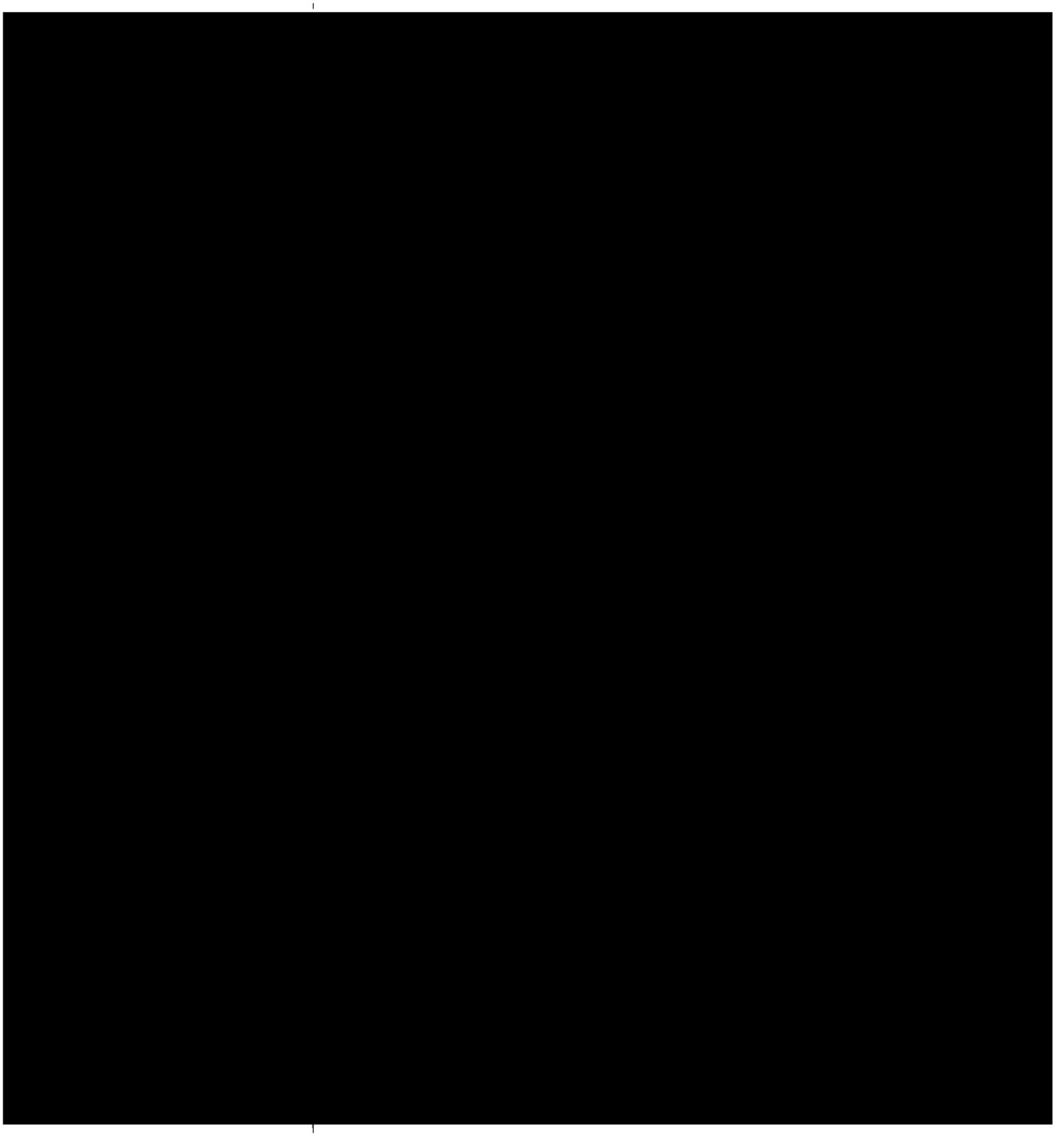
a Subdivision, as recorded in Map Book 130, Page 83, s, Mobile County, Alabama.

heast corner of Lot 1, Dockside Marina Subdivision, as 130, Page 83, Probate Court Records, Mobile County, 7'-05'-58" West and along said Lot 1, a distance of int hereafter referred to as Point "A"; thence continue Vest and along said Lot 1, 5 feet more or less to the East thence Northwardly and Eastwardly along the meanders of more or less; thence South 76°-59'-46" East, 3 feet more reafter referred to as Point "B" (mathematical tie between North 10°-17'-56" East, 373.47 feet); thence continue East, 1102.90 feet; thence South 21°-46'-27" East, 69.72 7'-01'-44" East, 392.21 feet to a point on the West Dauphin Island Parkway (125' Right-of-Way); thence South d along said west Right-of-Way, 298.73 feet to the P.C. of lius curve to the right; thence Southwardly and Westwardly curve (chord bears South 15°-23'-12" West, 16.74 feet) a t to the Point of Beginning.

ONE B-3 TO B-3
D DAUPHIN ISLAND PARKWAY

K & ASSOCIATES OF MOBILE, D.B.A.
RD SURVEYING

ILL ROAD MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
100' APRIL 13, 2026



Agenda Item # 13

SUB-003671-2026 (HOLDOVER) & ZON-UDC-003720-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4630, 4700, and 4960 Dauphin Island Parkway

Subdivision Name:
Perch Creek – Dockside Marina Subdivision

Applicant / Agent:
Don Coleman, Coleman Marine, LLC & Audubon Properties, LLC / Byrd Surveying, Inc.

Property Owner(s):
Coleman Marine, LLC & Audubon Properties, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Low Density Residential & Water Dependent

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from B-3, Community Business Suburban District to B-3, Community Business Suburban District to remove a previous condition of rezoning approval limiting development of the site to a Planned Unit Development.
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Considerations:

1. Subdivision proposal with seven (7) conditions.
2. Rezoning with three (3) conditions)

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 4
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-3

N

NTS

SITE HISTORY

In October 1998, the property owner submitted documentation asserting that the marina was a legal nonconforming use, having been in operation prior to the adoption of the Zoning Ordinance in 1967, with multiple structures located on a single building site.

A portion of the subject property (4700 and 4960 Dauphin Island Parkway; see map on page 10) was before the Planning Commission in November 2006 with applications for a two-lot Subdivision, a Planned Unit Development (PUD) to allow multiple buildings on a single building site, and Rezoning. The rezoning request included changing one proposed lot from R-1 (Single-Family Residential) to B-3 (Community Business) to accommodate the existing marina, and the other lot from R-1 to R-3 (Multi-Family Residential) to allow a multi-family development. These approvals were subsequently allowed to expire.

In August 2008, the same properties returned to the Planning Commission with a PUD request to allow multiple buildings on a single building site and a Rezoning request from R-1 to B-3 to facilitate improvements to the existing marina. The PUD request was denied; however, the rezoning was approved by both the Planning Commission and the City Council.

The 2008 rezoning approval was subject to the following conditions:

1. Development limited to an approved PUD;
2. No permits or licenses to be issued until a PUD is submitted and approved;
3. Limited to one curb cut to Dauphin Island Parkway, with size, location, and design subject to approval by Traffic Engineering and ALDOT;
4. Compliance with engineering requirements, including FEMA flood zone regulations, stormwater management, wetland verification, and right-of-way permitting;
5. Approval from all applicable federal, state, and local agencies prior to issuance of permits or land disturbance;
6. Full compliance with all municipal codes and ordinances; and
7. Compliance with all applicable regulations regarding endangered, threatened, or protected species.

In November 2013, the properties were again before the Planning Commission for a one-lot Subdivision, a PUD to allow multiple buildings on a single building site for marina improvements, and a Sidewalk Waiver along Dauphin Island Parkway. All applications were approved, and the *Dockside Marina Subdivision* was recorded in Probate Court; however, the PUD was never acted upon and subsequently expired.

In September 2014, a new PUD application was approved to allow construction of a restaurant at the existing marina. This PUD was also never acted upon and expired.

In March 2015, the properties returned with another PUD application to allow construction of a pavilion. This PUD was likewise never acted upon and expired.

At its December 7, 2023, meeting, the Planning Commission approved a two-lot Subdivision and a Rezoning request to remove the previously imposed conditions requiring development of the site to be subject to approval of a PUD. However, both applications expired because the Final Plat was not submitted for signatures or recorded in Mobile County Probate Court (a condition of rezoning approval), and the required advertising fees for the rezoning were not submitted. As a result, the rezoning request was never forwarded to or considered by the City Council.

Most recently, at its April 16 meeting, the Planning Commission considered applications for a two-lot Subdivision and the termination of a previously approved PUD. However, as previously noted, staff determined that the 2023

rezoning request had never been considered by the City Council and had subsequently expired after one (1) year due to the applicant taking no action to advance the request. Staff further determined that all previously approved PUDs associated with the site had likewise expired, rendering the PUD Termination request unnecessary. Accordingly, staff recommended withdrawal of the PUD Termination application and a holdover of the Subdivision application to allow the applicant time to submit a new Rezoning application to remove the original conditions requiring development to be subject to PUD approval.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a written description for the proposed subdivision boundary.
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
F. Retain NOTES 6, 7, 8, 12, and 15.
G. Delete NOTES # 13.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review a[redacted]or to obtaining any signatures. No signatures are required on[redacted]

Rezoning

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

Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision (HOLDOVER)

The purpose of this subdivision request is to create two (2) legal lots of record from one (1) existing legal lot of record and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The proposed lots have frontage along Dauphin Island Parkway, a Principal Arterial street requiring a 100-foot-wide right-of-way at this location. A 125-foot-wide right-of-way is depicted on the preliminary plat making additional dedication unnecessary.

Both lots exceed the minimum area requirements of Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for properties served by public water and sanitary sewer within the B-3, Community Business Suburban District. The preliminary plat properly labels each lot with its area in both square feet and acres. If approved, this information should be retained on the Final Plat; alternatively, a table providing the same information will suffice.

The proposed lots also exceed the minimum width requirements of Section 6.C.2.(b)(4) of the Subdivision Regulations for lots within commercial zoning districts.

If approved, a 25-foot front yard setback should be illustrated along Dauphin Island Parkway, consistent with the requirements of Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for lots within the B-3 Suburban district.

The site is located within the Peninsula Overlay District. Accordingly, if the subdivision is approved, the development of each lot will be subject to the provisions of Article 12 of the UDC.

Rezoning

The subject site is bordered by property zoned R-1, Single-Family Residential Suburban District, to the north, south, and east, with Dog River located to the west.

The applicant has submitted a site plan depicting the existing marina and states that no improvements to the site are proposed at this time. The purpose of the rezoning request is to remove the previous rezoning conditions requiring Planned Unit Development (PUD) approval for the property (Conditions #1 and #2).

It should be noted that the site is located within the Peninsula Overlay District. Therefore, any future development of the property will be required to comply with the applicable provisions of the Unified Development Code (UDC), including Article 12.

SUBDIVISION (HOLDOVER) CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the existing right-of-way for Dauphin Island Parkway;
2. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Revision of the plat to illustrate a 25-foot minimum building setback line along Dauphin Island Parkway;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

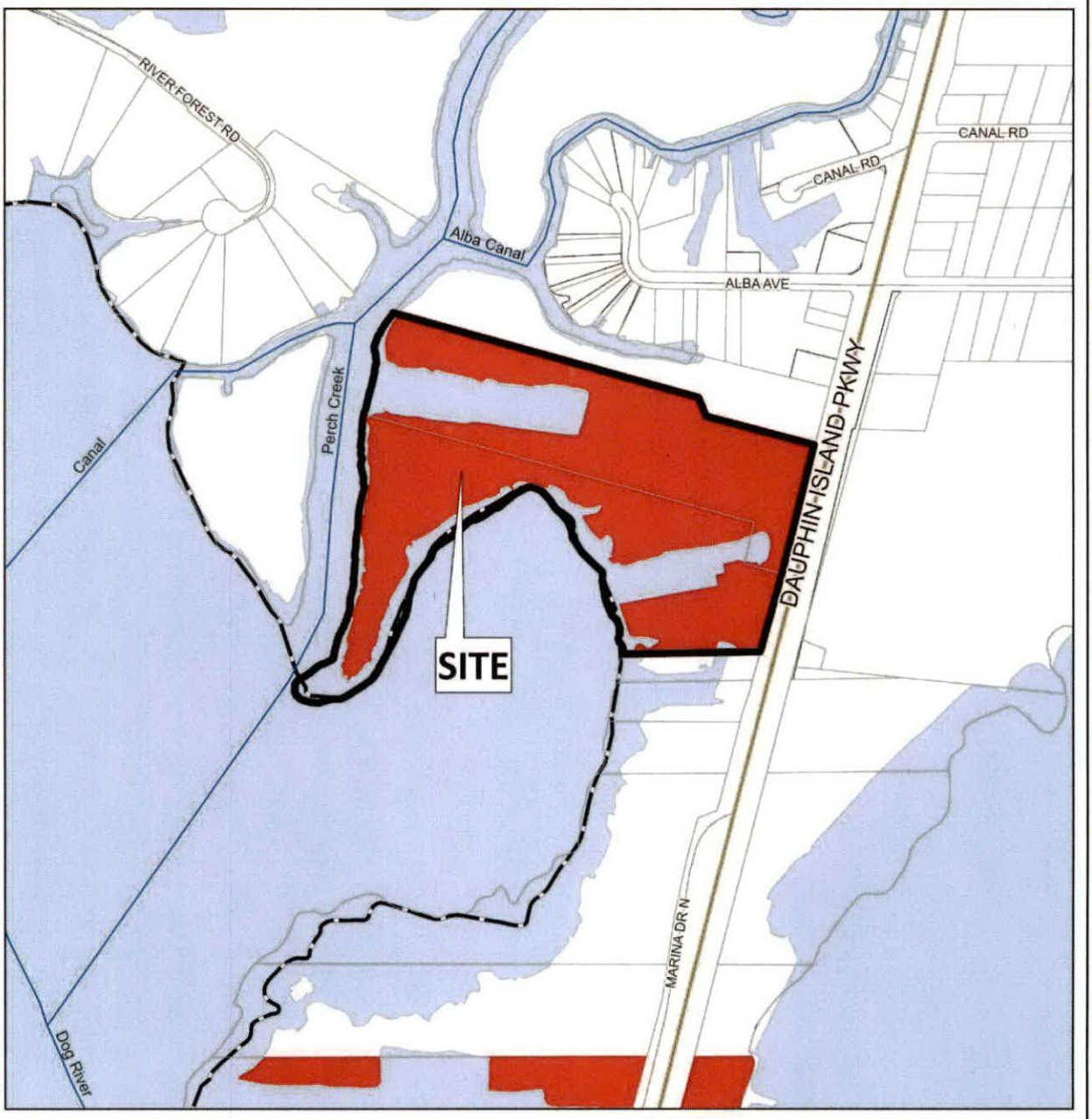
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE May 21, 2026

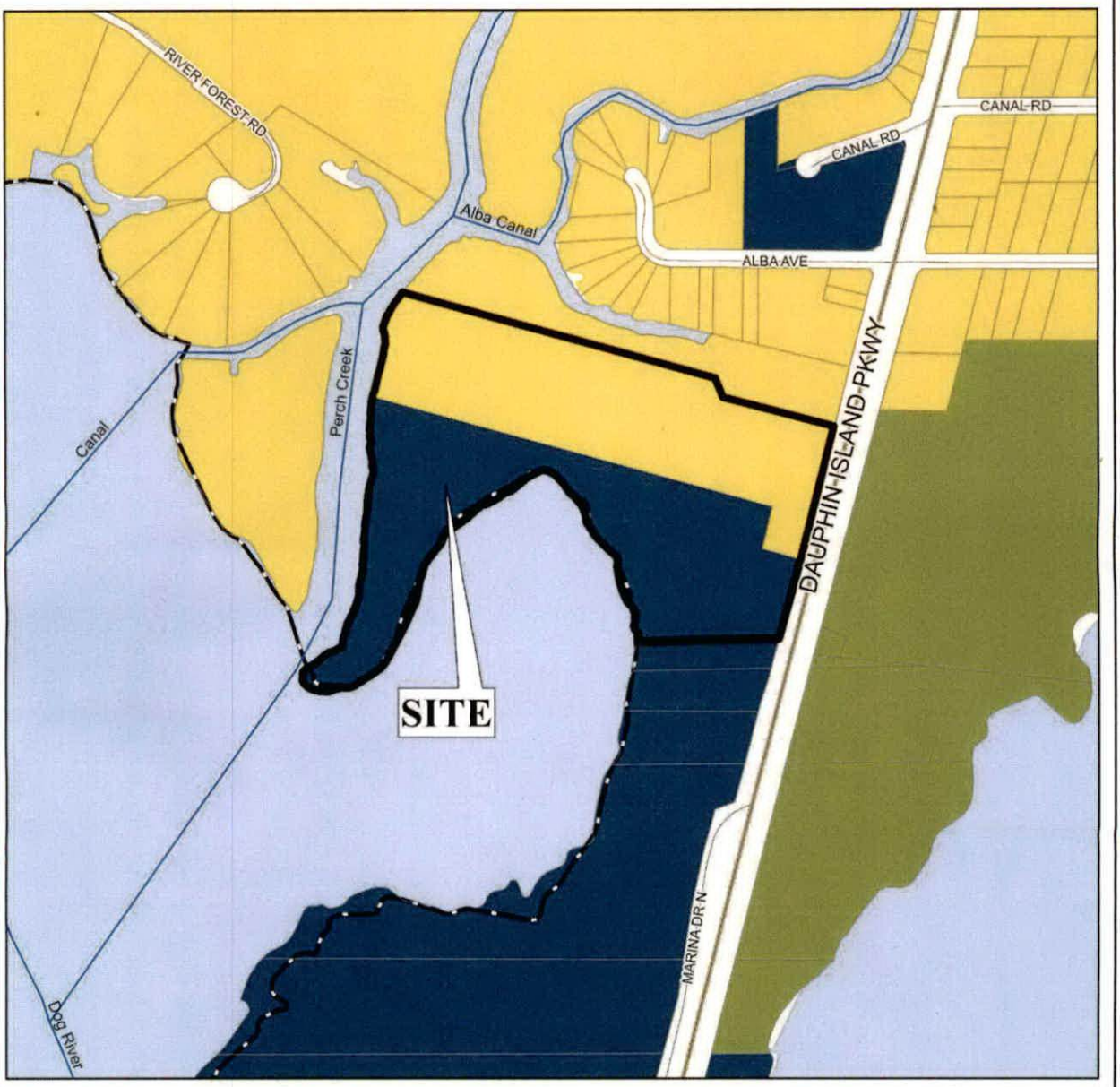
APPLICANT Perch Creek – Dockside Marina Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

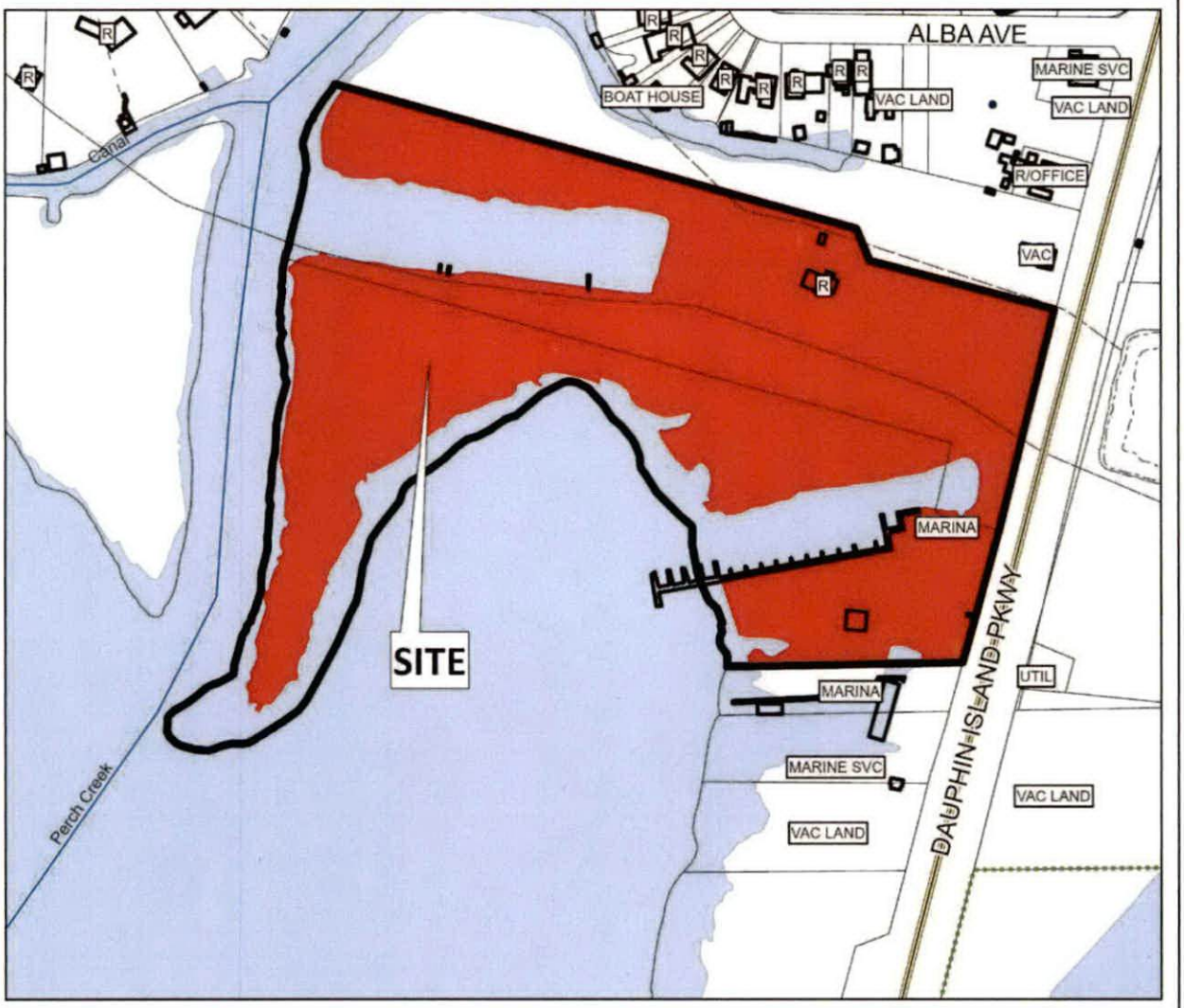
REQUEST Subdivision, Rezoning from B-3 to B-3

- 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 13 DATE May 21, 2026

APPLICANT Perch Creek – Dockside Marina Subdivision

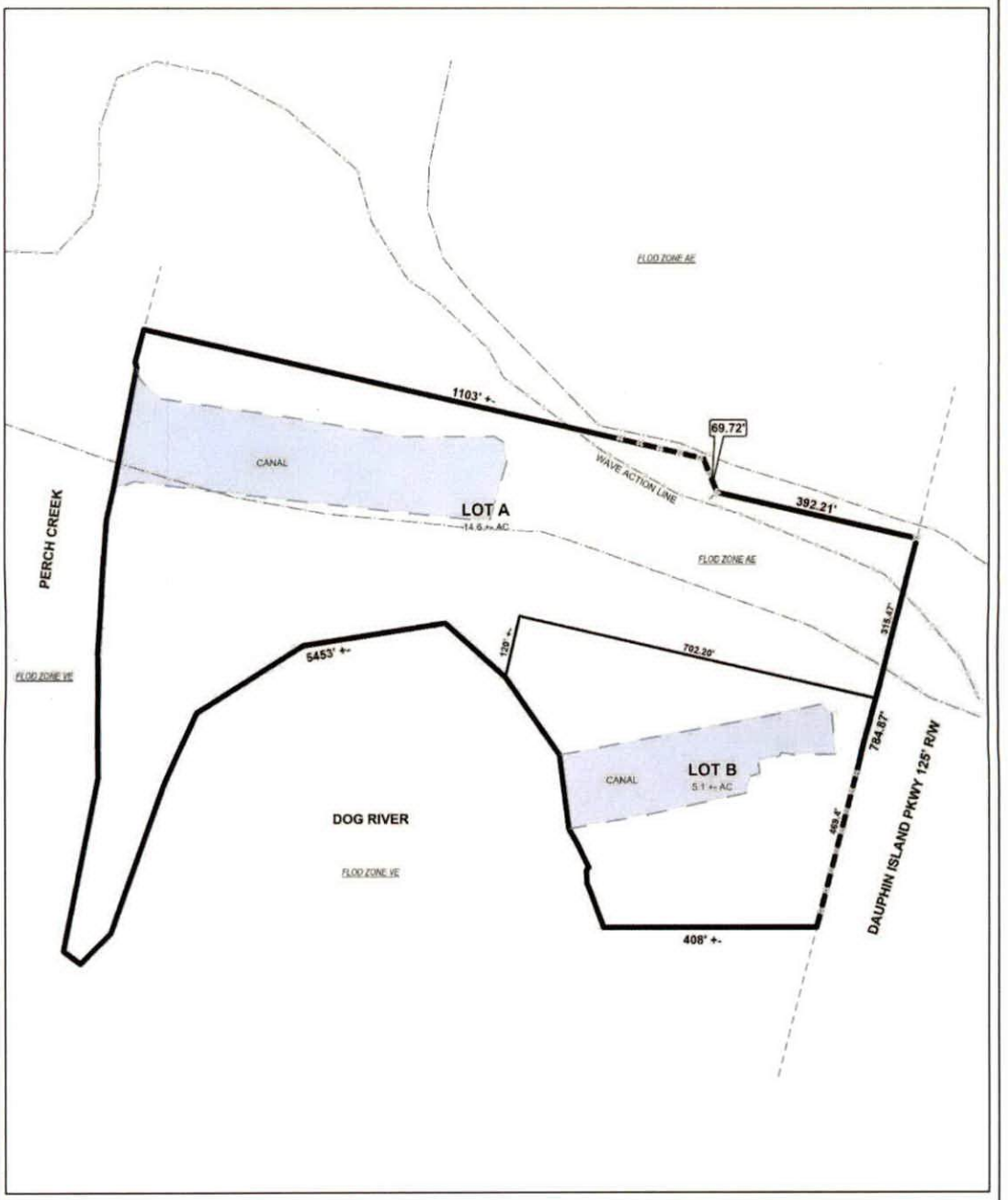
REQUEST Subdivision, Rezoning from B-3 to B-3

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

MODIFICATION SITE PLAN



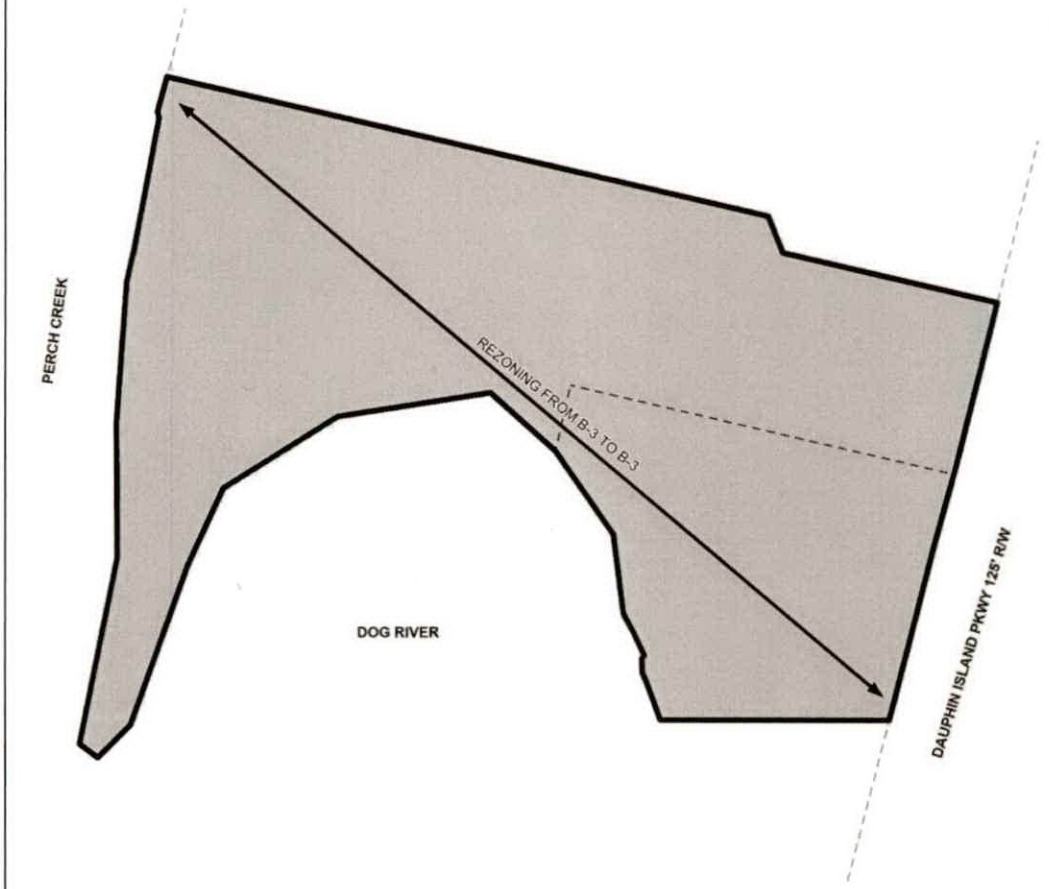
The site plan illustrates proposed lots and flood zones.

APPLICATION NUMBER	13	DATE	May 21, 2026
APPLICANT	Perch Creek – Dockside Marina Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-3		

N

NTS

SUBDIVISION SITE PLAN



APPLICATION NUMBER	13	DATE	May 21, 2026
APPLICANT	Perch Creek – Dockside Marina Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-3		

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.

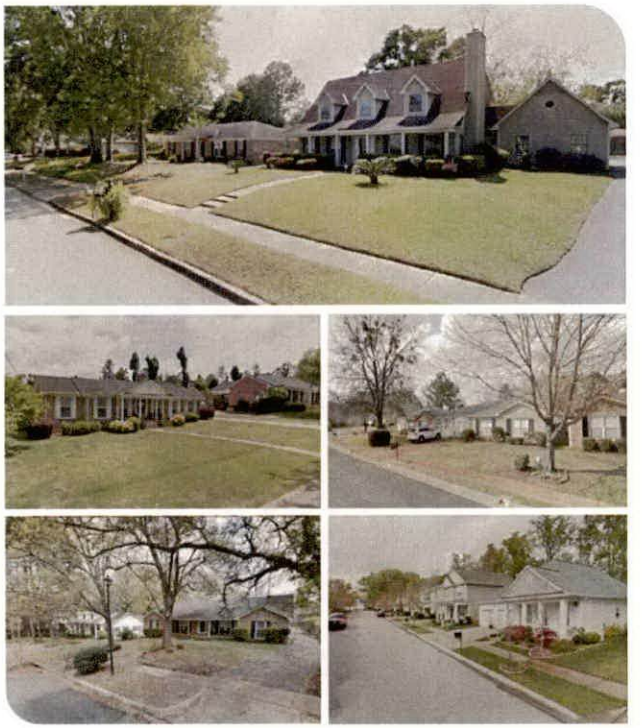
□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

	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)	■	U S	U S	U S			○								○														○
MIXED DENSITY RESIDENTIAL (MDR)		U S	U S	■	■			■	■	■					■														○
DOWNTOWN (DT)						■					■												■	■	■	■	■	○	○
DISTRICT CENTER (DC)								■			U S	○	○																
NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)		■	■	U S	■	■	○	■	○	○	○									■	■	■							
NEIGHBORHOOD CENTER - SUBURBAN (NC-S)				U S			U S	■	U S	U S	○									■	■								○
TRADITIONAL CORRIDOR (TC)		■	■		■	■	U S	■	U S	U S	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)												■	■	■	■				■									○	○
HEAVY INDUSTRY (HI)														■	■	■	■	■	■									○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

WATER-DEPENDENT & WATER-RELATED USES (WDWRU)

This designation applies to areas within the Mobile-Tensaw River Delta, Mobile Bay, Dog River, and associated tributaries, where potential future uses must, under normal operating conditions, be located on, in, or immediately adjacent to coastal waters in order to be physically and economically practicable. This includes various Uses of Regional Benefit. It may also apply to water-related and water-enhanced uses such as marinas, complementary marine businesses, industry and warehousing, housing, restaurants, and other facilities that are open to the public and offer public access to the waters of the state. These areas include port terminal facilities, docks, shipyards, drydocks, etc., that are mostly owned by the State of Alabama (but are not subject to local zoning).





ENVIRONMENTALLY SENSITIVE AREAS

Environmentally Sensitive Areas identify land that may exhibit potential for flooding or have significant development limitations due environmental conditions. In some cases, these lands also serve as buffers to separate areas that may have the potential to become conflicting land uses. The purpose of this overlay is to identify these sensitive areas so that they are given consideration for protection or incorporated as amenities within new developments. This designation does not mean existing development cannot expand in these areas.

The FLUM depicts these areas partially based upon data on environmental constraints that may not correspond precisely with conditions on the ground. However, these areas may also contain specific limitations such as riparian buffer overlays which have a defined width established through the zoning code. When considering rezoning requests or other development proposals, some areas classified as Environmentally Sensitive may be determined not to contain anticipated development constraints, or that existing conditions can reasonably be mitigated. In such cases, the future preferred land use should be based on the underlying designations, contextual considerations, and other relevant City policies.



Intent

- Conserve environmentally sensitive land.
- Buffer incompatible land uses with open space.
- Develop a connected open space network through the city for recreation.

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 Rezoning for Property
Located at 5101 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026,** a public hearing will be held on the **14th** day of **July, 2026,** at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 5101 Moffett Road from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT PORTION OF LOT "C" OF MANDRELL'S SUBDIVISION AS SHOWN BY PLAT RECORDED IN MAP BOOK 3, PAGE 253, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND THENCE RUN NORTH 129 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF THE MOFFAT ROAD, THENCE RUN NORTH 87 DEGREES 17 MINUTES WEST ALONG THE SOUTH RIGHT OF WAY OF SAID MOFFAT ROAD 659 FEET TO A POINT, MARKED BY AN IRON PIPE, FOR THE POINT OF SAID BEGINNING; THENCE RUNNING SOUTH 182.5 FEET TO AN IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD (FORMERLY OLD MOFFAT ROAD) THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD FOR A DISTANCE OF 222 FEET TO AN IRON PIPE, WHICH IRON PIPE IS 30 FEET DISTANT NORTH FROM THE CENTER LINE OF THE SAID OVERLOOK ROAD, THENCE RUN NORTHWARDLY 195 FEET TO AN IRON PIPE, WHICH IS LOCATED ON THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD, THENCE RUN SOUTH 7 DEGREES 17 MINUTES EAST 222 FEET ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD TO THE POINT OF BEGINNING.

LESS AND EXCEPT, HOWEVER, THE WESTERN 60 FEET OF THE ABOVE PROPERTY HERETOFORE CONVEYED BY DRIVE-IN REALTY, INC. TO C.D. GLAZE, MAY 29, 1962, AND RECORDED IN REAL PROPERTY BOOK 339, PAGE 639, OF THE PROBATE COUNTY RECORDS OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT EASEMENT AS CONDEMNED FOR THE WIDENING OF MOFFAT ROAD RIGHT-OF-WAY.

The classification of said property is hereby changed from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5101 Moffett Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT PORTION OF LOT "C" OF MANDRELL'S SUBDIVISION AS SHOWN BY PLAT RECORDED IN MAP BOOK 3, PAGE 253, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND THENCE RUN NORTH 129 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF THE MOFFAT ROAD, THENCE RUN NORTH 87 DEGREES 17 MINUTES WEST ALONG THE SOUTH RIGHT OF WAY OF SAID MOFFAT ROAD 659 FEET TO A POINT, MARKED BY AN IRON PIPE, FOR THE POINT OF SAID BEGINNING; THENCE RUNNING SOUTH 182.5 FEET TO AN IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD (FORMERLY OLD MOFFAT ROAD) THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF THE OVERLOOK ROAD FOR A DISTANCE OF 222 FEET TO AN IRON PIPE, WHICH IRON PIPE IS 30 FEET DISTANT NORTH FROM THE CENTER LINE OF THE SAID OVERLOOK ROAD, THENCE RUN NORTHWARDLY 195 FEET TO AN IRON PIPE, WHICH IS LOCATED ON THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD, THENCE RUN SOUTH 7 DEGREES 17 MINUTES EAST 222 FEET ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF MOFFAT ROAD TO THE POINT OF BEGINNING.

LESS AND EXCEPT, HOWEVER, THE WESTERN 60 FEET OF THE ABOVE PROPERTY HERETOFORE CONVEYED BY DRIVE-IN REALTY, INC. TO C.D. GLAZE, MAY 29, 1962, AND RECORDED IN REAL PROPERTY BOOK 339, PAGE 639, OF THE PROBATE COUNTY RECORDS OF MOBILE COUNTY, ALABAMA.

LESS AND EXCEPT EASEMENT AS CONDEMNED FOR THE WIDENING OF MOFFAT ROAD RIGHT-OF-WAY.

The classification of said property is hereby changed **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

MYMS, Inc. (Walid George Harb, Agent)
5101 Moffett Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 22, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **MYMS, Inc. (Walid George Harb, Agent),** for a change in zoning **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** for the property located at **5101 Moffett Road**.

After discussion it was decided to recommend **denial** of the rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. There was no mistake or error in the original zoning map; and
C) The proposed amendment is not compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) It would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) The proposed amendment does not promote the community's public health, safety, and general welfare.
E) The infrastructure is not in place to accommodate the proposed amendment; and,
F) There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) 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

Copies of the application and report 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

May 22, 2026

Walid George Harb
MYMS, Inc.
[redacted]

Re: 5101 Moffett Road
ZON-UDC-003718-2026
MYMS, Inc. (Walid George Harb, Agent)
District 7
Rezoning from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission denied the Rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. There was no mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is not compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) The proposed amendment does not promote the community's public health, safety, and general welfare.
E) The infrastructure is not in place to accommodate the proposed amendment; and,
F) There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) 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.

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

[redacted]

ZON-UDC-003718-2026 5101 Moffett Road
May 22, 2026

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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
■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Walid George Harb	
Firm:	MYMS INC	
Phone:	[redacted]	
Email:		
Address:		

[redacted]

	Owner	Design Professional
Name:	Muhamed Shakora	
Firm:	MYMS INC	
Phone:	[redacted]	
Email:		
Address:		

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

5101 Moffett Rd.

Property Address

Property Area (acres or square feet)

R022802034000128

Parcel Number(s) or Key Number(s)

B2

Present Zoning or Transect District

B3

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.

Muhamed Shakora Digitally signed by Muhamed Shakora DN: cn=Muhamed Shakora, o=MYMS, ou=MYMS, email=mcheer@aol.com, c=US Date: 2025.09.09 16:55:39 -07'00'

Owner Signature

04/09/2026

Date

Walid George Harb Digitally signed by Walid George Harb DN: cn=Walid George Harb, o=MYMS, ou=MYMS, email=k.7.remodeling@gmail.com, c=US Date: 2025.09.09 16:53:32 -07'00'

Applicant or Agent Signature (if applicable)

04/09/2026

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.

Walid George Harb Digitally signed by Walid George Harb DN: cn=Walid George Harb, o=MYMS, ou=MYMS, email=k.7.remodeling@gmail.com, c=US Date: 2025.09.09 16:54:08 -07'00'

Applicant or Agent Signature

04/09/2026

Date

[redacted]

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	Car Lot Dealership and Garage

Have you provided the required information for the selected uses above? ■ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☒ Site Plan
- ■ Neighborhood Meeting Documentation

---

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

"The proposed rezoning of 5101 Moffett Road from B-2 (Neighborhood Business District) to B-3 (Community Business District) is consistent with the goals and objectives of the Mobile Comprehensive Plan and the Future Land Use Map designation for this area.

The Future Land Use Map identifies Moffett Road as part of a Commercial Corridor, which supports a variety of retail, service, and automotive uses designed to serve both the surrounding neighborhood and the broader community.

Rezoning to B-3 allows for community-scale commercial activities, including automobile sales and service, which are appropriate for this corridor and support the City's goal of promoting diverse economic development and job creation.

The proposal maintains and enhances the existing commercial character of the area, utilizing an existing building and site infrastructure, thereby avoiding urban sprawl and encouraging efficient use of land and resources. The rezoning supports the Comprehensive Plan's objec

Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ■ Yes ☐ No
   If no, what are the deficiencies?

The proposed rezoning to B-3 and the intended use of the property for automobile sales and a service garage will comply with the development standards of Article 3.

The site fronts directly on Moffett Road, providing adequate public street access. The existing large lot allows for clear circulation, customer parking, and vehicle display areas in accordance with access and parking requirements. Landscaping and buffer improvements

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

The proposed B-3 rezoning and use for an automobile sales lot and service garage is consistent with the commercial character of Moffett Road. The existing building will remain, and the large lot allows for organized vehicle display and customer parking. Landscaping, buffering, and properly designed access and lighting will ensure the project fits harmoniously with surrounding properties, supporting the corridor's role as an active commercial area.

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

[redacted]

The proposed use at 5101 Moffett Road is compatible with surrounding development and will not negatively impact adjacent properties. The site is bordered by Moffett Road (a major highway), a commercial restaurant, a retail lingerie store, and a secondary road with residential housing beyond it. Appropriate buffering, landscaping, and site design will ensure that operations do not interfere with nearby businesses or the residential area across the road. Traffic will be managed with defined access points, and lighting will be directed away from neighboring properties to preserve their usability and development potential.

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     Please check Architect drawings for all details
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
     8 am to 7pm closed on Sundays
   - ☐ Other conditions that are unique to the use of the property:

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.
   The proposal will comply with all City of Mobile stormwater management requirements. Existing drainage patterns will be maintained or improved, and any new impervious surfaces will be managed through proper grading, on-site detention if required, and connection to existing stormwater infrastructure. Best management practices will be used to minimize runoff and prevent negative impacts on surrounding properties and public systems.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
   The development at 5101 Moffett Road is served by existing public utilities. Potable water and sanitary sewer services are provided by Mobile Area Water and Sewer System (MAWSS). The site has access to existing utility connections, and any necessary upgrades or extensions will be coordinated with MAWSS to ensure adequate capacity and service.

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed use will not generate excessive noise, odor, emissions, or other nuisances. All vehicle service activities will take place indoors, with proper waste disposal and compliance with environmental regulations to protect public health and safety. No heavy industrial operations are planned.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ■ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional 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.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ■ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

[redacted]

SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

[redacted]

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ Neighborhood Meeting documentation
- ☒ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposal aligns with the goals of the Map for Mobile by supporting reinvestment along a major commercial corridor and encouraging context-sensitive infill development. The use promotes economic activity in an area already characterized by mixed commercial uses, helping to strengthen the corridor without disrupting nearby residential areas.

	B3
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposal promotes the community's health, safety, and welfare by providing a well-managed commercial use that supports local economic activity while minimizing negative impacts. Proper site design, including safe vehicle access, adequate lighting, landscaping, and compliance with environmental and safety regulations, ensures a safe and attractive environment for customers, neighbors, and pedestrians.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The area along Moffett Road has experienced increased commercial development and diversification in recent years, evolving into a vibrant commercial corridor. This shift supports rezoning to accommodate compatible uses like automobile sales and service, which were previously limited or absent. The amendment responds to these changing economic and land use patterns, helping to revitalize the corridor while meeting community demand for varied commercial services.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The Moffett Road corridor is experiencing significant commercial growth, characterized by increased traffic volumes and the expansion of retail and service establishments. Notable developments include the Forest Hill Shopping Center at 4805 Moffett Road, anchored by Dollar General and Beauty & Beyond, and the Town West Village at 5701 Moffett Road, which recently secured a 10-year lease with Piggly Wiggly as an anchor tenant. These developments reflect a broader trend of revitalization and increased commercial activity in the area.

2. Describe the surrounding land uses.

5101 Moffett Road is located along a busy commercial corridor. The site is bordered by Moffett Road (a major highway), a restaurant to the east, a lingerie shop to the south, and a secondary road with residential housing across to the west. Nearby retail centers and growing residential neighborhoods reflect a mix of commercial and residential uses in the area.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Potential impacts such as increased traffic, noise, and light could affect neighboring properties. These will be minimized through controlled access points, landscaped buffers, and directed lighting to reduce glare. All service activities will occur indoors to limit noise and odors, ensuring compatibility with adjacent businesses and nearby residences.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The site is served by existing public infrastructure, including paved roads, water, sewer, and stormwater systems. These facilities have adequate capacity to support the proposed automobile sales and service use, with any necessary utility connections or improvements coordinated with the appropriate city departments.

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

The proposal supports the City's goals by encouraging economic growth and revitalizing a key commercial corridor. It provides needed automotive sales and service options, creating jobs and increasing tax revenues. By utilizing existing infrastructure and enhancing the site with landscaping and proper design, the development promotes a safer, more attractive environment that benefits both businesses and residents in the larger community.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

The proposal does not conflict with existing Specific Area Plans, Neighborhood Plans, or overlay districts for the Moffett Road corridor. It supports the goals of these plans by promoting compatible commercial development that enhances the area's economic vitality while respecting the character of adjacent neighborhoods. No amendments to existing plans are necessary.

[redacted]

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☒ Neighborhood Meeting documentation
- ☒ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

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

The proposal aligns with the Map for Mobile by supporting reinvestment and commercial growth along a major corridor. It encourages context-sensitive development that complements existing businesses and helps strengthen the economic vitality of Moffett Road, consistent with the plan's goals for sustainable, balanced growth.

Future Land Use Map (FLUM) Designation

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

The proposed use complements the commercial character of the Moffett Road corridor, where a mix of retail, service, and automotive businesses already exist. The site design, including landscaping and buffering, will ensure the development integrates smoothly with adjacent properties, maintaining the area's functional and visual harmony.

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

The proposal includes landscaped buffers, proper setbacks, and controlled access points to minimize noise, traffic, and visual impacts. Service activities will be confined indoors, ensuring compatibility with neighboring businesses and residential areas and not hindering future development or improvements on adjacent properties.

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:

[redacted]

7 aam to 7 pm closed on Sundays

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

NA

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

The proposal will maintain or improve existing drainage patterns and comply with all City stormwater regulations. New impervious surfaces will be managed through appropriate grading

n-site detention if needed, and connection to existing stormwater infrastructure to prevent increased runoff and protect surrounding properties.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

The development at 5101 Moffett Road is served by existing public utilities. Potable water and sanitary sewer services are provided by Mobile Area Water and Sewer System (MAWSS)

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 proposal limits emissions, noise, odor, dust, and vibration by conducting all vehicle service activities indoors and following applicable environmental and safety regulations.

No heavy industrial processes will occur, and proper waste management and lighting will ensure protection of public health and community welfare.

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

The proposal advances the City's interests by fostering economic development and revitalizing a key commercial corridor.

It meets community needs by providing automotive sales and service options, creating jobs, and generating tax revenue.

Thoughtful site design enhances safety and aesthetics, benefiting both businesses and nearby residents.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

[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 proposal supports the Comprehensive Plan's vision by promoting commercial growth along Moffett Road, a designated mixed-use corridor.

   It encourages reinvestment and compatible development that strengthens economic vitality while respecting surrounding neighborhoods.

   Future Land Use Map (FLUM) Designation

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

   The proposal fits well with the existing commercial character of the Moffett Road area, which includes a mix of retail, service, and automotive uses.

   The design incorporates landscaping, buffering, and site organization to ensure it blends smoothly with adjacent properties and maintains neighborhood harmony.

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

   The proposal includes landscaping buffers, setbacks, and controlled access to reduce noise, traffic, and visual impacts on neighboring properties.

   All service activities will occur indoors to avoid disturbances, ensuring adjacent properties can develop or improve without interference.

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

   - ☐ Lighting:

   - ☐ Hours of operation:

   - ☐ 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 proposal will limit emissions, noise, odors, dust, and vibration by conducting vehicle servicing indoors and adhering to all relevant regulations. No heavy industrial activities are planned, and proper waste management and lighting will safeguard public health, safety, and community welfare.

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

   The proposal supports the City's goals by promoting economic development, creating jobs, and enhancing the commercial vitality of the Moffett Road corridor. It provides needed automotive sales and service options, utilizes existing infrastructure efficiently, and contributes to a safer, more attractive community environment.

[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.

This section 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.

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 referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Tuesday April 7 at 5:00 pm to 7:00 pm at the Right Way Christian Center Church on 4712 Moffett rd. Mobile Alabama

2. What information was presented at the meeting?
   Survey, Interior layout of the property, exterior layout of the property and proposed description of rezoning.

3. What concerns were raised during the meeting?
   When will the work commence?
   What type of work will be performed there as a garage?
   Who are the owners?
   How many cars will be parked there?

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   No all questions where answered to best knowledge

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project 5101 Moffett rd. (Roadline Motors) Rezoning B2 to B3

Address 5101 Moffett rd. Mobile Alabama

Owner MYMS

[redacted]

Authorized Agent Walid George Harb

[redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Kelley Engineering Inc

[redacted]

Architect Phillip Owens Coast Architects Inc

[redacted]

Submitted by:

_____

Signature

Walid George Harb 04/09/2026

Date

Print

Representative MYMS

Affiliation to project/Organization

[redacted]

ZON Description & Justification of Request

Description of Proposal:

The applicant requests rezoning of the property located at 5101 Moffett Road from its current zoning designation to B-3 (Community Business District). The intended use is for an automobile sales lot accompanied by a service garage. The existing structure on site will be retained and repurposed to accommodate vehicle display, sales operations, and minor vehicle servicing. The site plan includes clearly defined parking spaces for customers and employees, landscaped buffers along property boundaries, and designated access points to ensure safe ingress and egress. All vehicle servicing activities will be conducted indoors to reduce noise, odors, and other environmental impacts.

Justification for Request:

This rezoning request is driven by changing development patterns along the Moffett Road corridor, which has evolved into a thriving commercial area featuring a diverse mix of retail, dining, service-oriented businesses, and automotive-related uses. The property's strategic location on a major arterial roadway supports its suitability for B-3 zoning, which is intended to serve community-wide commercial needs.

The proposed use aligns directly with the City of Mobile's Comprehensive Plan (Map for Mobile), which promotes economic reinvestment and commercial diversification along strong corridors like Moffett Road. The plan encourages development that is context-sensitive, compatible with surrounding uses, and that enhances the economic vitality of the area while preserving the character of adjacent neighborhoods.

The development will utilize existing public infrastructure, including water, sewer, stormwater, and paved roadways, thereby minimizing the need for costly public improvements. The project incorporates stormwater management strategies to maintain or improve existing drainage conditions and prevent adverse effects on adjacent properties.

Potential impacts related to traffic, noise, light, and environmental factors will be mitigated through site design measures including landscaped buffers, controlled access points, and indoor service operations. These features will ensure minimal disruption to neighboring commercial and residential properties, preserving community health, safety, and welfare.

Furthermore, this project will create employment opportunities, increase local tax revenue, and enhance commercial services available to residents, contributing positively to the broader community's economic and social well-being.

Outlook

MYMS, Inc. (Walid George Harb, Agent) (ZON-UDC-003718-2026)

[redacted]

Good afternoon,

We have completed our review of the above-referenced Rezoning application.

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. **DWG File Submission:** If you have not already done so, please have your surveyor submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori Aamoth** has been copied on this message.

If the application fees are paid **by noon on Monday, April 20, 2026**, the case will be scheduled for the **May 21, 2026, Planning Commission** agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

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

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

Thank You,
Logan Anderson

[redacted]

BUILDMOBILE

Neighborhood Meeting for 5101 Moffett Rd.

Rezoning B2 to B3

Dear Neighbor,

You are invited to attend a neighborhood meeting regarding the property located at 5101 Moffett Road, Mobile, AL 36618. We are requesting a rezoning of this property from B2 to B-3 to allow use as an automobile sales lot and service garage.

The meeting will be held on Tuesday, April 7, 2026

Time: **5:00 pm to 7:00 pm**

Location: **Right Way Christian Center Church**

4712 Moffett Rd, Mobile AL, 36618

The purpose of this meeting is to provide information about the proposed rezoning, answer questions and hear feedback from nearby property owners and residents before application goes to the Planning Commission.

We value your input and encourage you to attend. Please disregard previous mail received.

Sincerely,
George Harb
MYMS INC
[redacted]

[redacted]

MOBILE AL 366
24 MAR 2026 AM 1 L

RECD BUILD MOBILE
MAR 25 '26 AM 10:23

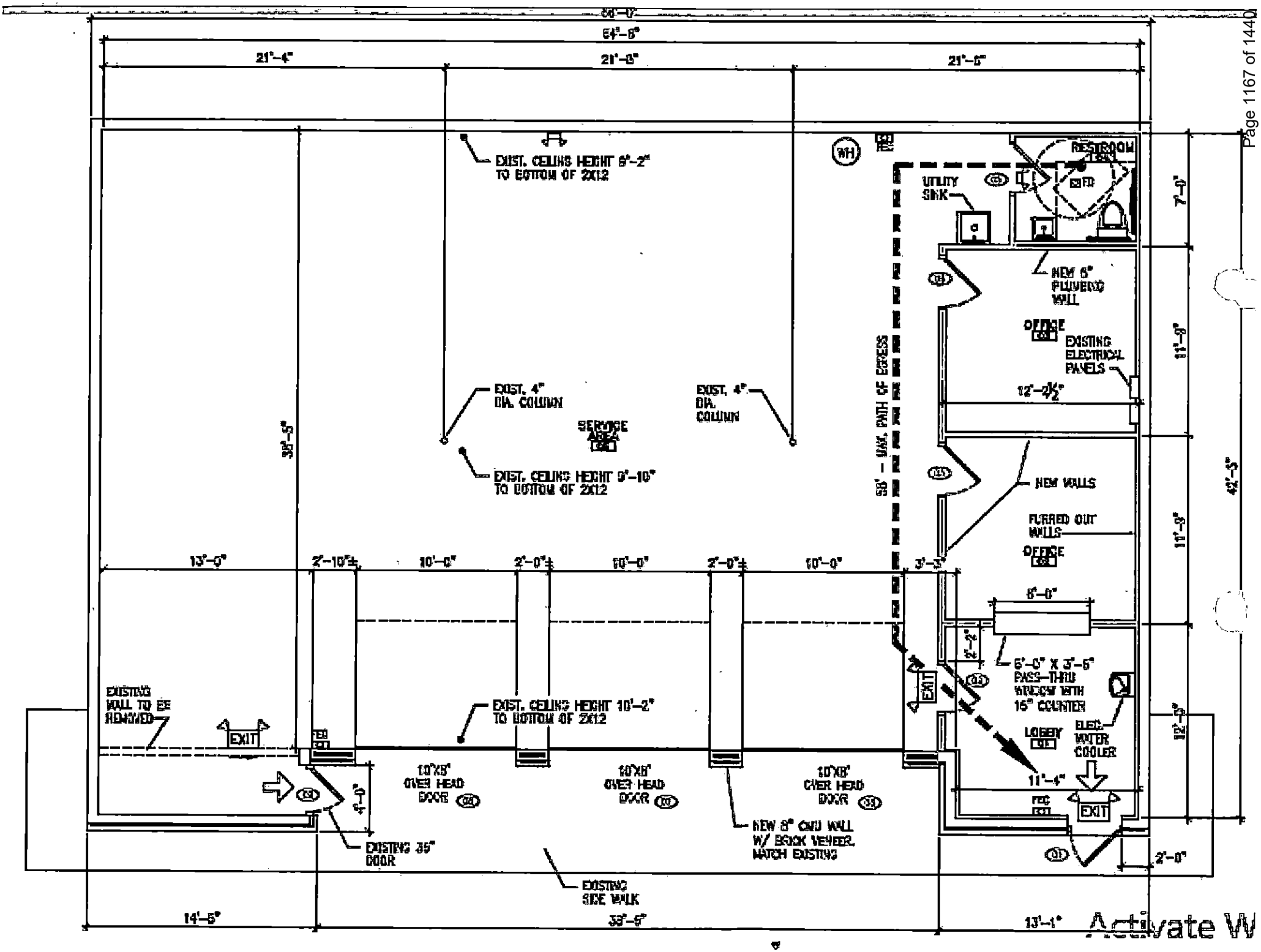
Build Mobile Planning & Zoning
PO Box 1827
Mobile AL 36633

36633-18272

Neighborhood Meeting Checklist:

- ✓ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.
- ✓ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.
- ✓ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.
- ✓ Neighborhood Meeting held.
- ✓ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:
  - ✓ Dated photograph(s) of the posted sign(s)
  - ✓ The verified address list of surrounding property owners to whom notification was provided
  - ✓ A copy of the notice advertising the Neighborhood Meeting
  - ✓ A sign-in sheet documenting meeting attendance
  - ✓ A written summary or minutes of the meeting
  - ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ✓ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.
- ✓ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.


MOFFET RD.
PROPERTY LINE 162'
PROPOSED DUMPSTER LOCATION
(9) PARKING SPOTS
EXISTING BUILDING
EXISTING PAVED AREA
PROPERTY LINE 160'
PROPERTY LINE 158'
12'-0"
12'-0"
12'-0"
9'-0" TYP.
20'-0" TYP.
PROPERTY LINE 162'
OVERLOOK RD.



64'-8"
21'-4"
21'-8"
21'-8"
EXIST. CEILING HEIGHT 9'-2" TO BOTTOM OF 2X12
EXIST. 4" DIA. COLUMN
SERVICE AREA
EXIST. 4" DIA. COLUMN
EXIST. CEILING HEIGHT 9'-10" TO BOTTOM OF 2X12
38'-5"
58' - MAX. PATH OF EGRESS
UTILITY SINK
RESTROOM
NEW 6" PLUMBING WALL
OFFICE
EXISTING ELECTRICAL PANELS
12'-2½"
NEW WALLS
FURRED OUT WALLS
OFFICE
7'-0"
11'-9"
11'-9"
42'-5"
13'-0"
2'-10"±
10'-0"
2'-0"±
10'-0"
2'-0"±
10'-0"
3'-3"
8'-0"
2'-2"
6'-0" X 3'-6" PASS-THRU WINDOW WITH 16" COUNTER
EXIT
LOBBY
ELEC. WATER COOLER
11'-4"
EXIT
12'-0"
2'-0"
EXISTING WALL TO BE REMOVED
EXIT
EXIST. CEILING HEIGHT 10'-2" TO BOTTOM OF 2X12
10'X8' OVER HEAD DOOR
10'X8' OVER HEAD DOOR
10'X8' OVER HEAD DOOR
4'-0"
EXISTING 36" DOOR
NEW 8" CMU WALL W/ BRICK VENEER. MATCH EXISTING
EXISTING SIDE WALK
14'-5"
38'-5"
13'-1"

5101 Moffett Rd. Neighborhood Meeting, Rezoning B2 to B3

- The proposed project at 5101 Moffett Rd. is a small well maintained automotive sales and light service business. The goal is to obtain rezoning from B2 to B3 and to upgrade the repurpose the existing vacant property into a clean organized commercial use that fits the character of Moffett Rd. The business will operate ass a used car lot with limited onsite mechanical work such as basic car maintenance.

Neighborhood Meeting for 5101 Moffett Rd.

Rezoning B2 to B3

Dear Neighbor,

You are invited to attend a neighborhood meeting regarding the property located at 5101 Moffett Road, Mobile, AL 36618. We are requesting a rezoning of this property from B2 to B-3 to allow use as an automobile sales lot and service garage.

The meeting will be held on Tuesday, April 7, 2026

Time: **5:00 pm to 7:00 pm**

Location: **Right Way Christian Center Church**

4712 Moffett Rd, Mobile AL, 36618

The purpose of this meeting is to provide information about the proposed rezoning, answer questions and hear feedback from nearby property owners and residents before application goes to the Planning Commission.

We value your input and encourage you to attend. Please disregard previous mail received.

Sincerely,
George Harb
MYMS INC
[redacted]

Neighborhood Meeting Summary

Meeting Date: April 7, 2026

Meeting Time: 5:00 PM - 7:00 PM

Meeting Location: Right Way Christian Center Church 4712 Moffett Rd.

Below is a summary of the proposed project presented at the Neighborhood Meeting:

The Proposed Project at 501 Moffett Rd. is a small well maintained automotive sales and light service business. The goal is to obtain rezoning from B2 to B-3 and to upgrade and repurpose the existing vacant property into a clean organized commercial use that fits the character of Moffett Rd. The business will operate as a used car lot with limited on-site mechanical work such as basic car maintenance. No heavy work like body work will take place on the property.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Site plan: building elevations, car lot, drive aisles, access points

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

the neighborhood meeting was held on April 7, 2026 at scheduled time (starting 5:00 pm. at Right Way Christian Center Church. The applicant was present for the and provided an overview of the proposed rezoning request and proposed use for 501 Moffett Rd.

Neighborhood Meeting Summary
Date: April 7, 2026
Applicant: Walid George Hasb MyllCo.
Meeting Location: Right Way Christian Center Church
Application:

(Meeting summary, continued)

The neighborhood meeting began at 6:00 PM and there was two attendees. I presented a summary of the proposed project and the goal of obtaining Rezoning from B2 to B3 and the repurposing of the property. The layout of the property was discussed, entrances and exits to the property, parking spots, the interior layout of the building etc. Questions and discussions were exchanged. Thank you.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 7:00 PM.

Applicant's signature attesting to the accuracy of this summary:

X _____ **Date:** April 8, 2026

Neighborhood Meeting

Date: April 7, 2026

Time: 5:00 PM - 7:00 PM

Location of Neighborhood Meeting: Right Way Christian Center Church 4712 Moffett Rd.

Project Location: 5101 Moffett Rd.

Project/Application (e.g. Rezoning from R-1 to B-1): Rezoning B-2 to B-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ **Date:** April 7, 2026

Please Sign In:

Name: George Herb [redacted]

Name: Bonnie Britton [redacted]

Name: JOHN MITCHELL [redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: April 8, 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):

_____

_____

Neighborhood Meeting Date: April 7, 2026

Neighborhood Meeting Time: 6:00 PM - 7:00 PM

Neighborhood Meeting Location: Right Way Christian Center Church 4712 Moffett Rd.

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____)

Applicant's Name: Walid George Hanna
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: April 8, 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.

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

Coast Architects, Inc.

Daphne, Alabama

ARCHITECTURE • PLANNING • PROJECT MANAGEMENT

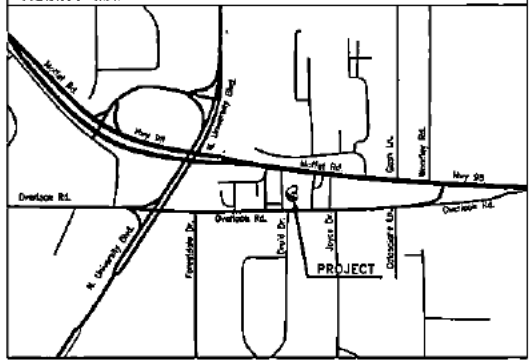
GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DETAILS AND DIMENSIONS. ANY DISCREPANCIES BETWEEN SUCH DETAILS AND DIMENSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION PROCEDURE AND SEQUENCE TO INSURE THE INTEGRITY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION.
4. THESE PLANS HAVE BEEN PREPARED PER REGULATIONS OF THE IRC, INTERNATIONAL BUILDING CODE. THE WORK OF ALL CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE AFOREMENTIONED CODE. NO DEVIATIONS FROM THE WORK SHOWN OR REASONABLY IMPLIED SHALL BE UNDERTAKEN WITHOUT THE ARCHITECT'S WRITTEN CONSENT. A COPY OF WHICH WILL BE FILED WITH THE CONSTRUCTION OFFICIAL.
5. ANY CHANGES TO OR DEVIATIONS FROM THESE DRAWINGS SHALL NOT BE MADE WITHOUT WRITTEN CONSENT FROM THE ARCHITECT AND OWNER.
6. THE OWNER AND OR THE CONTRACTOR SHALL HOLD HARMLESS THE ARCHITECT FROM AND AGAINST ALL LIABILITY CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING LEGAL FEES ARISING OUT OF OR RESULTING FROM ERRORS OR OMISSIONS AND FROM THE PERFORMANCE OF THE WORK BY THE CONTRACTOR. THE DRAWINGS SHOW THE GENERAL ARRANGEMENTS AND OUTLINE OF THE WORK. AS THE WORK PROGRESSES, THE OWNER AND THE CONTRACTOR AT NO EXTRA COSTS, SHALL MAKE MODIFICATIONS TO MAKE THE PARTS ALIGN.
7. ALL WORK AND MATERIAL SHALL MEET THE REQUIREMENTS OF LOCAL AND STATE CODES AND THE SPECS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS. CONTRACTORS SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS BEFORE PROCEEDING CONSTRUCTION. HE SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR CORRECTION PRIOR TO BEGINNING ANY WORK. THE DISCOVERY OF DISCREPANCIES AFTER THE BEGINNING OF WORK WILL BE EVIDENCE OF FAULTY WORK AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS GOVERN.
8. THE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE TOTAL PROJECT. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, MACHINERY, TRANSPORTATION, HEAT, WATER, UTILITIES AND ALL OTHER FACILITIES AND SERVICES REQUIRED FOR THE SAFE AND PROPER EXECUTION AND COMPLETION OF THE WORK.
9. THE ARCHITECT SHALL BE THE INTERPRETER OF THE CONTRACT DOCUMENTS. THE DOCUMENTS SHOW AN OVERVIEW OF THE WORK REQUIRED UNDER THIS CONTRACT AND RELATED REQUIREMENTS AND CONDITIONS THAT WILL IMPACT THE PROJECT. ALL DRAWINGS ARE COMPLEMENTARY. THE DRAWINGS GENERALLY SHOW THE INTENT OF THE OVERALL COMPLEXITY AND CONCEPTS OF THE PROJECT, AND DO NOT NECESSARILY SHOW ALL DETAILS AND CONDITIONS.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEAN-UP AND SHALL INCLUDE THE SITE, AND THE BUILDING. THE ENTIRE PROJECT SHALL BE LEFT IN NEW, CLEAN CONDITION.
11. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL PERTINENT FEDERAL, STATE, AND LOCAL CODES AND ORDINANCES INCLUDING BUT NOT LIMITED TO:
    - 2021 INTERNATIONAL BUILDING CODE
    - 2021 INTERNATIONAL MECHANICAL CODE
    - 2020 INTERNATIONAL PLUMBING CODE
    - 2021 INTERNATIONAL EXISTING BUILDING CODE
    - 2020 NATIONAL ELECTRICAL CODE
    - 2018 INTERNATIONAL ENERGY CONSERVATION CODE
    - 2020 INTERNATIONAL FIRE CODE
    - NFPA 70
12. ALL WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL MANUFACTURER'S SPECIFICATIONS, GUIDELINES AND RECOMMENDATIONS.
13. PRIOR TO START OF WORK, GENERAL CONTRACTOR (G.C.) SHALL REVIEW THESE CONSTRUCTION DOCUMENTS AND THE PRINTED SCOPE OF WORK TO BE FURNISHED UNDER THE CONSTRUCTION CONTRACT WITH A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER. THE ARCHITECT DOES NOT REPRESENT THESE DOCUMENTS AS APPROVED BY THE OWNER. SCOPE OF WORK AVAILABLE FROM OWNERS REPRESENTATIVE.

OWNER INFORMATION

OWNER: -
ADDRESS:
PHONE: -
EMAIL: -

VICINITY MAP



DRAWING INDEX

- TITLE SHEET
BCS1 BUILDING CODE SUMMARY

ARCHITECTURAL
AS1 ARCHITECTURAL SITE PLAN
A1 LIFE SAFETY / FLOOR PLAN
A2 EXTERIOR ELEVATIONS
A3 CEILING FRAMING PLAN
A4 SECTIONS AND DETAILS

MECHANICAL
M1 HVAC PLAN
M2 HVAC DETAILS
M3 HVAC SPECS

ELECTRICAL
E101 ELECTRICAL NOTES
E201 ELECTRICAL LIGHTING PLAN
E202 ELECTRICAL POWER PLAN
E203 ELECTRICAL RISER DIAGRAM, PANEL SCHEDULES
E204 ELECTRICAL CONCHECK

PLUMBING
P1 PLUMBING PLAN
P2 PLUMBING DETAILS

DECEMBER 1, 2025

City of Mobile - Permitting

Building Code Summary

For All Commercial Projects

Information to be copied and placed on drawings

General Information

ROADLINE MOTORS / GARAGE RENOVATION
Name of Project

5101 MOFFET RD., MOBILE ALABAMA
Address

MOTOR GARAGE
Proposed Use

Architects Letter of Supervision Provided? ○ Yes ○ No

Codes used in design (Check all that apply)

- ☒ 2021 International Building Code
- ☒ 2020 National Electrical Code
- ☒ 2021 International Existing Building Code
- ☒ 2021 International Mechanical Code
- ☒ 2021 International Fire Code
- ☒ 2021 International Plumbing Code
- ☒ 2015 International Energy Conservation Code
- ☒ 2021 International Fuel Gas Code

Construction Description

☐ Addition ☐ Alteration ☐ New Construction ☒ Renovation of Existing Building ☐ Tenant Build-Out ☐ Shell

Scope of Work – Building: RENOVATION TO EXISTING BUILDING
ADDING NEW INTERIOR WALLS, ROOMS, GARAGE DOORS

Scope of Work – Electrical: ELECTRICAL SERVICE IS EXISTING.

Scope of Work – Mechanical / Refrigeration: ADDITIONAL HVAC UNITS AT NEW ADDITION

Scope of Work – Plumbing: NEW RESTROOM. PLUMBING SERVICE & SYSTEM IS EXISTING.

Total Lot Area (sf) 24,750 **Gross Area of Building All floors (sf)** 2,831

Total Building Footprint (sf)** _____ **Building Height:** 11'-1"

***To include all buildings on the site, including detached garages, storage sheds, etc.*

Number of Stories: 1 **Is there a basement?** ○ Yes ◉ No

Existing Buildings
The building will remain in operation during construction ◉ Yes ○ No
If yes, add provisions for rigid safety barriers and dust barriers to protect the public during construction in accordance with the applicable provisions of IBC Chapter 33. Yellow safety tape is not acceptable.

Provide Level of Alterations per IEBC ☒ 1 ☐ 2 ☐ 3

Renovations (Change of Occupancy)
Is the work in this building or space changing the occupancy type or use? ○ Yes ◉ No

Historic Buildings
Is this building a Historic Building? ○ Yes ◉ No

Construction Type ☐ IA ☐ IB ☐ IIA ☐ IIB ☐ IIIA ☐ IIIB ☐ IVA ☐ IVB ☐ IVC ☐ IVHT ☐ VA ☒ VB

Occupancy Classification

						Occupant Loads
☐	Assembly 303	☐ A-1	☒ A-2	☐ A-3	☐ A-4	☐ A-5	
☒	Business 304						19
☐	Education 305						
☐	Factory Industrial 306	☐ F-1	☐ F-2				
☐	High-Hazard 307	☐ H-1	☐ H-2	☐ H-3	☐ H-4	☐ H-5	
☐	Institutional 308	☐ I-1	☐ I-2	☐ I-3	☐ I-4	____Condition	
☐	Mercantile 309						
☐	Residential 310	☐ R-1	☐ R-2	☐ R-3	☐ R-4		
☐	Storage 311	☐ S-1	☐ S-2		☐ High-piled		
☐	Utility & Miscellaneous 312						
						TOTAL OCCUPANT LOAD	271

Building Element	Required Rating	UL No. *
Structural frame; columns, girders, trusses	N/A	
Bearing walls exterior		
Bearing walls interior		
Non-bearing walls & partitions exterior		
Non-bearing walls & partitions interior		
Floor construction; supporting beams and joists		
Roof construction; supporting beams and joists		

Sprinkler system? ☐ Yes ☒ No ☐ Partial
If "YES", provide Commercial Sprinkler Owners Information Certification: Click here to access the form.
Sprinkler type ☐ 13 ☐ 13R ☐ 13D
Standpipes? ☐ Yes ☐ No ☐ Wet ☐ Dry Class_____
Fire / Smoke Alarm? ○ Yes ○ No

Fire Rated Elements	Required Rating	Hourly Rating	UL No. *
Ceiling-Floors	N/A		
Beams	N/A		
Columns	N/A		
Ceiling-Roofs	N/A		
Shafts-Exit	N/A		
Shafts-Other	N/A		
Corridor separation	N/A		
Occupancy separation	N/A		
Party/Fire wall separation	N/A		
Smoke barrier separation	N/A		
Tenant separations	N/A		

** Or other approved agencies*

- All fire rated walls shall be identified on plans by hatching, shading, etc.; show legend.
- Identify code section when using any special exceptions, etc.
- Reproduce full UL, Or other approved agencies details or reproductions of rated assemblies/penetrations on the drawings.

Draft Stopping (IBC 718.3 & 718.4) Draft stopping in floor? ○ Yes ○ No Draft stopping in attic? ○ Yes ○ No

Accessibility (IBC 11) Does the design conforms to IBC Chapter 11 and ICC A117.1-2017? ◉ Yes ○ No
If no, explain below condition that will not allow building to be accessible:

Design Loads (City Ordinance 1609.3)
Ultimate Design Wind Speed (IBC 1609 or ASCE 7)
☐ Risk Cat. I-145MPH ☒ Risk Cat. II-159MPH ☐ Risk Cat. III-169MPH ☐ Risk Cat. IV-179MPH

Live Loads (IBC 1607) EXISTING
Roof _____PSF Attic _____PSF Floor _____PSF Mezzanine_____PSF

Wind-Borne Debris Region (IBC 1609)
This building will use impact resistant glass per (IBC 1609.2)? ◉ Yes ○ No
This building will use engineered shutters or other approved method? ○ Yes ○ No

Flood Requirements (IBC 1612) All projects located in a Special Flood Hazard Area shall comply with the City of Mobile Storm Water Management and Flood Control Ordinance. Does this project comply? ◉ Yes ○ No
If no, explain why:

Special Inspections and Tests (IBC 17)
I have reviewed the requirements of IBC Section 17, specifically 1705; the design incorporates the requirements and is reflected on the drawings and in the specifications. Below are the requirements to be included:

The Contractor has been notified of his responsibility under Section 1704. ◉ Yes ○ No

Safety Glazing for Hazardous (IBC 2406) I have identified on drawings where tempered glass is required in hazardous locations (2406.4) ◉ Yes ○ No

IPC TABLE 403.1 – TOTAL NUMBER OF REQUIRED FIXTURES

	OCCUPANCY	OCCUPANT LOAD	WATER CLOSETS				LAVATORIES		
			Ratio	Men	Ratio	Women	Ratio	Men	Women
Required	B	19	1/75	1	1/75	1	1/200	1	1
Total									

	DRINKING FOUNTAIN	SERVICE SINK	MISC	MISC
Required	1	1		
Total	1	1		

Fire Department Requirements: The design professional shall provide the following required fire protection elements for the building.

Required water supply _____ GPM @ _____ PSI
Method Used:
_____ The Insurance Service Office (ISO) Method _____ Iowa State University (ISU) Method,
_____ Illinois Institute of Technology (IIT) Method) _____ International Fire Code 2021 (IFC)

Key Boxes IFC 506: ◉ Yes ○ No
Locks: ○ Yes ○ No
**required for buildings with fire protection systems, gates, non-standard fire service access i.e., elevators

Emergency Responder Communication Coverage IFC 510: ○ Yes ◉ No
***Signal strength survey required for structures over 50,000 SF, over three stories high, or those having a basement. This requirement may be requested for structures not meeting these parameters.*

Provide a Life Safety Plan (LSP) for all commercial projects: ◉ Yes ○ No
***At a minimum, the Life Safety Plan shall illustrate the use for all areas, occupant loads for all areas, exit locations, exit access, exit capacity, maximum travel distance, exit lights, emergency lights, fire extinguishers, fire rated assemblies, assembly area seating layout and exit discharge.*

Compliance Statement required for Fire Approval: ○ Yes ○ No N/A – EXISTING
***Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.*

Coast Architects, Inc.
ARCHITECTURE
PLANNING
PROJECT MANAGEMENT
6429 Jordan Road
Daphne, AL 36526
P: (251) 533-0117 F: (251) 533-0118

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Building Code Summary

REVISION:
NO. DATE:

SHEET:
BCS1



A AS1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

NOTES:
1. ALL SITE FEATURES AND CONDITIONS ARE EXISTING
2. ALL UTILITIES ARE EXISTING

Coast Architects, Inc.
[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Architectural Site Plan

REVISION:
NO DATE

SHEET:
AS1

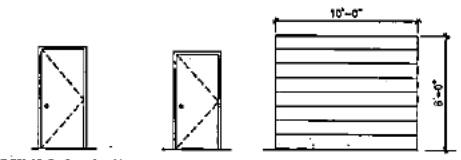
ROOM FINISH SCHEDULE

No.	Rm. Name	Floor	Base	Walls	Ceiling	Remarks
01	LOBBY	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
02	OFFICE	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
03	OFFICE	LUX. VINYL TILE	3"x4" WOOD	PTD. GYP. BD.	PTD. GYP. BD.	
04	RESTROOM	CERAMIC TILE	CERAMIC TILE	PTD. GYP. BD.	PTD. GYP. BD.	
05	SERVICE AREA		PAINTED		EXPOSED	

DOOR SCHEDULE

HM = HOLLOW METAL FRAME
WHC = WOOD HOLLOW CORE DOOR
MTL = METAL DOOR

Number	Size W x H	Type	Door Material	Frame Material	Remarks
01	3'-0" x 7'-0"	1	MTL	HM	
02	3'-0" x 6'-8"	2	WHC	WOOD	
03	3'-0" x 6'-8"	2	WHC	WOOD	
04	3'-0" x 6'-8"	2	WHC	WOOD	
05	3'-0" x 6'-8"	2	WHC	WOOD	
06	10'-0" x 8'-0"	3	MTL	-	OVER HEAD GARAGE
07	10'-0" x 8'-0"	3	MTL	-	OVER HEAD GARAGE
08	10'-0" x 8'-0"	3	MTL	-	OVER HEAD GARAGE
09	3'-0" x 6'-8"	-	-	-	EXISTING

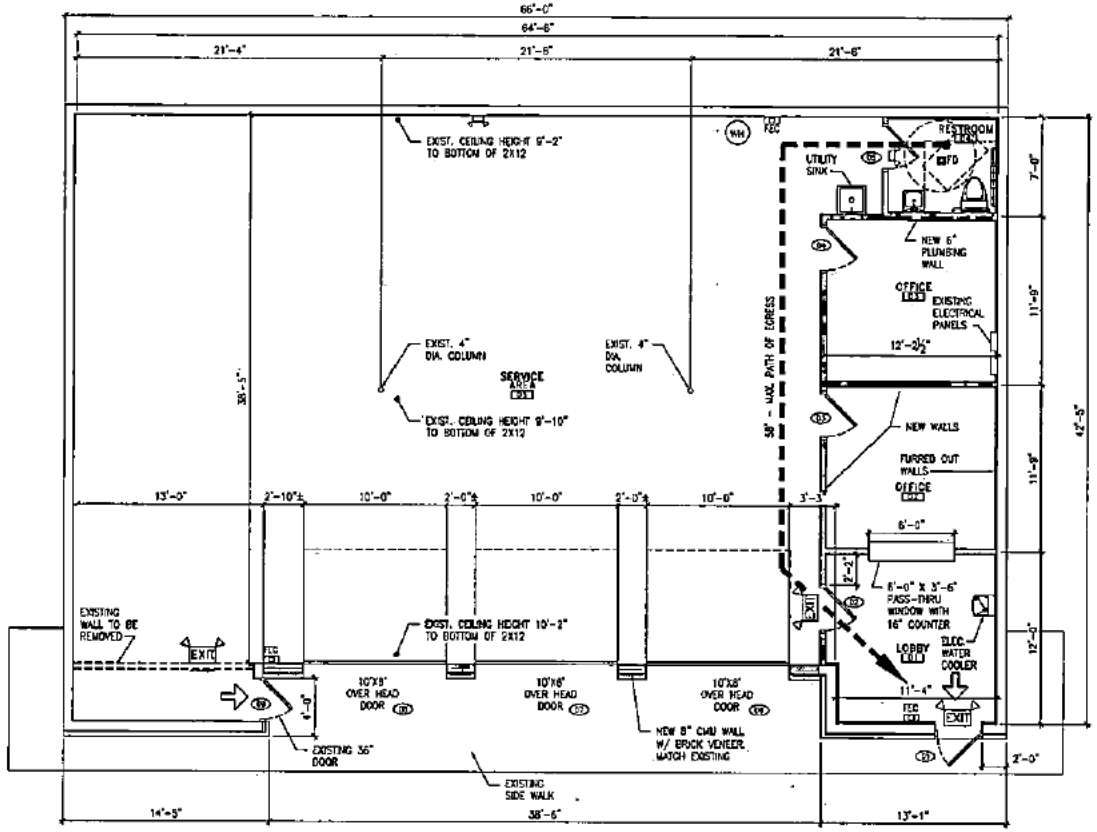


EXTERIOR FLUSH INSULATED METAL DOOR W/ HOLLOW METAL FRAME U-FACTOR 0.25 — DOOR TYPE 1

INTERIOR FLUSH HOLLOW CORE WOOD DOOR W/ WOOD FRAME — DOOR TYPE 2

PRE FINISHED METAL OVER HEAD GARAGE DOOR U-FACTOR 0.25 — DOOR TYPE 3

8 / A1 DOOR TYPES
SCALE: 1/4" = 1'-0"



A / A1 FLOOR PLAN / LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"

TOTAL AREA = 2,831 S.F.

FD = FLOOR DRAIN

N

NOTE:
1. ALL NEW WALLS TO BE 2X4 @ 16" O.C. WITH ½" GYP. BD. ON EA. SIDE UNLESS NOTED OTHERWISE.
2. 1½" @ 16" O.C. FURRING STRIPS AND ½" GYP. BD. AT FURRED OUT CMU WALLS.
3. 8'-0" CEILING HT. AT OFFICES AND RESTROOM, 9'-0" CEILING HT. AT LOBBY, OPEN CEILING IN SERVICE AREA.
4. ALL NEW EXTERIOR DOORS AND WINDOWS TO BE RATED FOR 150 MPH WIND.

(STRUCTURAL ONLY)

FIRE PROTECTION LEGEND

- EXIT SIGN EMERGENCY LIGHT COMBO W/ BATTERY BACKUP
- EXIT SIGN W/ BATTERY BACKUP
- EMERGENCY LIGHT W/ BATTERY BACKUP
- EMERGENCY EGRESS LIGHT W/ BATTERY BACKUP
- PRIMARY BUILDING EXITS
- FEC (FIRE EXTINGUISHER CABINET) (MAXIMUM TRAVEL DISTANCE TO FIRE EXTINGUISHER = 75')

Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

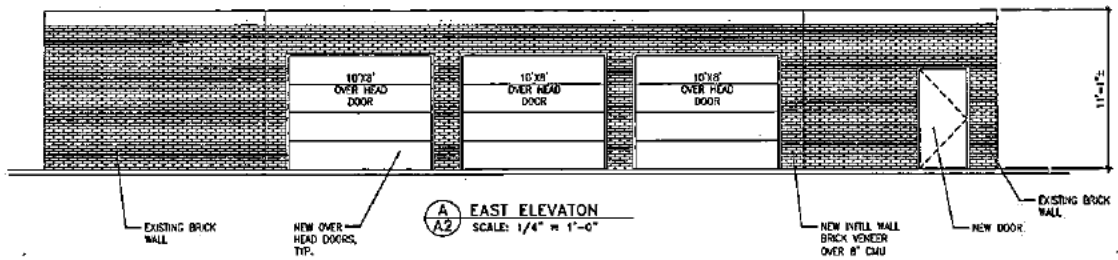
DATE: 12/1/25
DRAWN: JF
CHECKED: PND / JK
TITLE: Floor Plan / Life Safety Plan

REVISION:

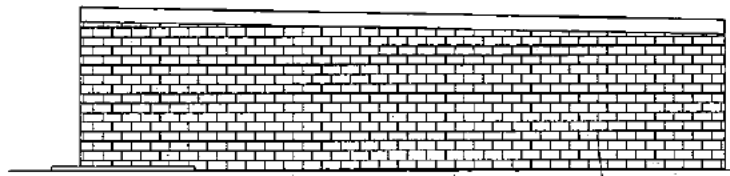
NO.	DATE:

SHEET:

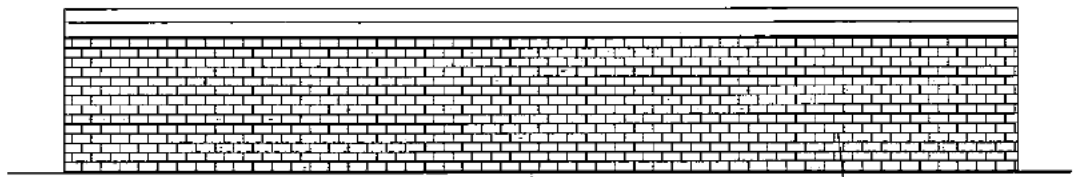
A1



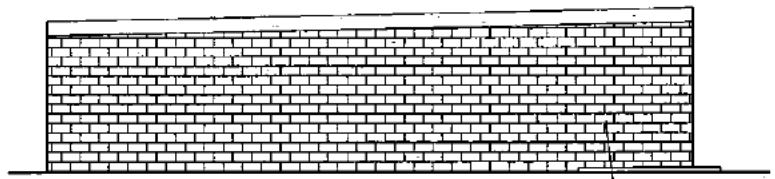
A/A2 EAST ELEVATON
SCALE: 1/4" = 1'-0"



B/A2 NORTH ELEVATON
SCALE: 1/4" = 1'-0"



C/A2 WEST ELEVATON
SCALE: 1/4" = 1'-0"



D/A2 SOUTH ELEVATON
SCALE: 1/4" = 1'-0"

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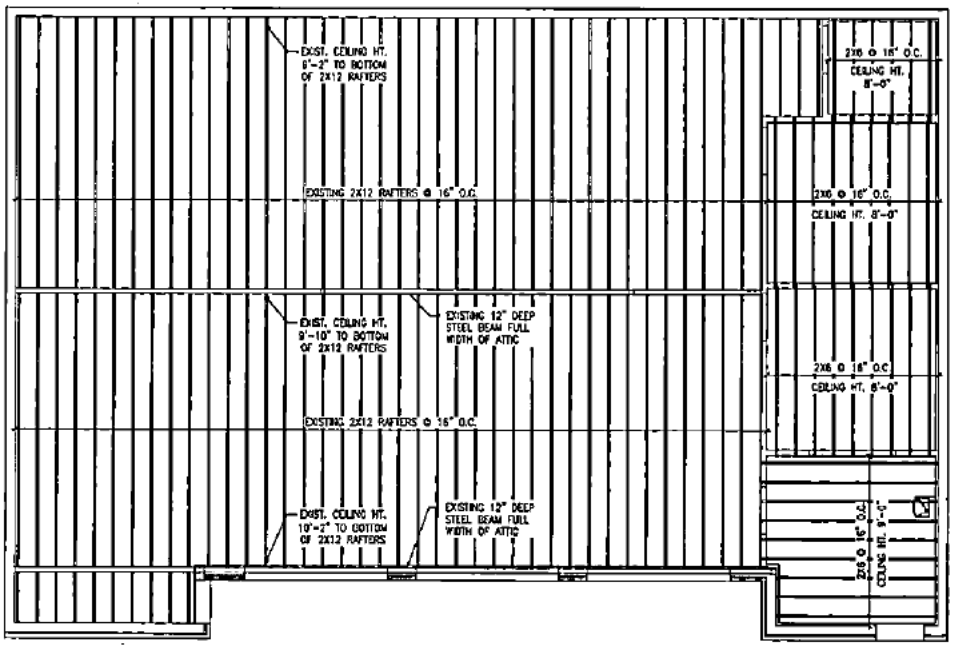
[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNO
TITLE: Exterior Elevations

REVISIONS
NO. DATE

SHEET:
A2



A3 CEILING FRAMING PLAN
SCALE: 1/4" = 1'-0"

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[redacted]

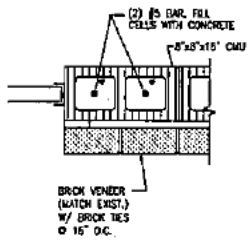
GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

(STRUCTURAL ONLY)

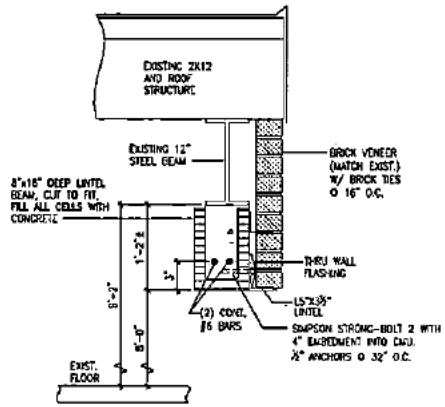
DATE: 12/1/25
DRAWN: JF
CHECKED: JK
TITLE: Ceiling Framing Plan

REVISION:
NO DATE:

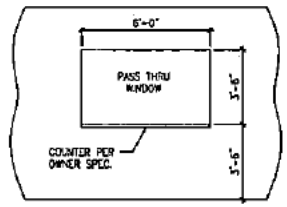
SHEET:
A3



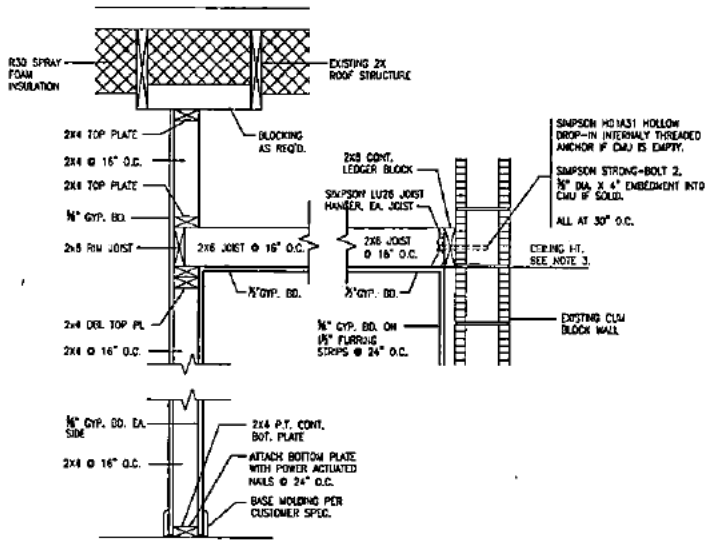
A/A4 TYP. GARAGE DOOR JAMB DETAIL
SCALE: 1 1/2" = 1'-0"



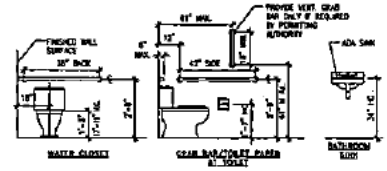
B/A4 TYP. GARAGE DOOR HEADER DETAIL
SCALE: 1 1/2" = 1'-0"



D/A4 PASS THRU WINDOW ELEVATION DETAIL
SCALE: 3/8" = 1'-0"



C/A4 TYP. INTERIOR WALL FRAMING DETAIL
SCALE: 1 1/2" = 1'-0"



NOTE:
PROVIDE BLOCK AS REQ'D.

E/A4 TYP. MOUNTING HEIGHTS AND CLEARANCES
SCALE: N.T.S.

RESTROOM SIGNAGE REQUIREMENTS:

SIGNAGE SHALL COMPLY W/ADA AND STATE HANDICAP REQUIREMENTS:

1. SIGNS SHALL INCLUDE THE FOLLOWING REQUIREMENTS.
   - A. RAISED AND BRAILLE CHARACTERS/PICTOGRAMS.
   - B. THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE OR OTHER NON-GLARE FINISH.
   - C. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND.
   - D. LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH TO HEIGHT RATIO BETWEEN 1:1 AND 3:5 AND STROKE WIDTH TO HEIGHT RATIO BETWEEN 1:5 AND 1:10.
   - E. SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR AND POSITIONED SUCH THAT A PERSON MAY STAND WITHIN 3'-0" OF THE DOOR AND NOT BE WITHIN THE SWING OF THE DOOR.
   - F. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISHED FLOOR TO THE CENTER OF THE SIGN.
   - G. MINIMUM SIZE OF SIGNS SHALL BE 6"x6".
2. PROVIDE SIGNS AT THE RESTROOM ENTRANCES.



(STRUCTURAL ONLY)

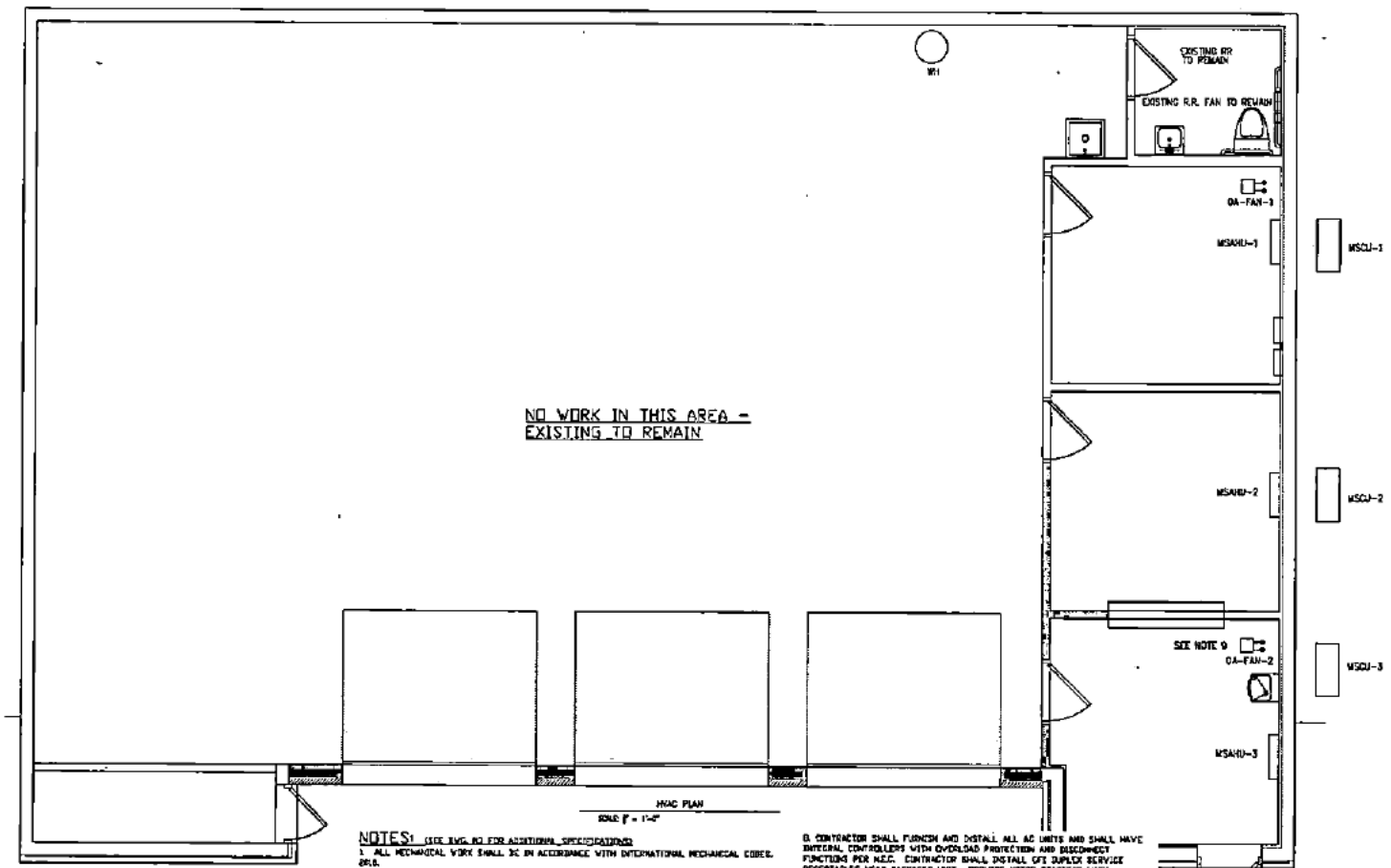
Coast Architects, Inc.

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 12/1/25
DRAWN: JF
CHECKED: PNG / JK
TITLE: Sections and Details

REVISION:
NO DATE

SHEET:
A4



HVAC PLAN

SCALE: 1" = 1'-0"

NOTES: (SEE SHT. M2 FOR ADDITIONAL SPECIFICATIONS)

1. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH INTERNATIONAL MECHANICAL CODES, 2018.

2. AIR FLOW (SUPPLY & RETURN) ARE 1300 FPM & 800 FPM. FLOW RATE BASED ON 8 AIR CHANGES PER HOUR.

3. MAIN DUCTWORK TO BE GALVANIZED SHEET METAL PER SMACNA STANDARDS OR INSULATED DUCT BOARD TYPE. DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS. ALL DUCTWORK SHALL BE ROUTED ABOVE SUSPENDED CEILING OR ABOVE ROOF JOIST OR AS SHOWN AND AS DIRECTED BY ARCHITECT

4. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED PER SMACNA STANDARDS. DUCTWORK SHALL INCLUDE BALANCING DAMPER AT EACH SUPPLY AND TURNING VANES AS SHOWN AND @ 90° TURNS.

5. OUTSIDE AIR INTAKE TO BE ADJUSTED AS REQUIRED BY IMC 2018 SEE TABLE M2 ON AHU UNITS SHALL HAVE MANUAL DAMPERS TO ADJUST OUTSIDE AIR INTAKE. OUTSIDE AIR INTAKE SHALL NOT BE LOCATED WITHIN TEN FEET OF EXHAUST FAN DISCHARGE OR PLUMBING VENT.

6. ALL CONTROL WIRING AND INTERFACES WITH ANCILLARY EQUIPMENT BY CONTRACTOR. AIR CONDITIONERS SHALL BE CONTROLLED USING A SEVEN DAY LOCKABLE PROGRAMMABLE THERMOSTAT CONTROLLER.

7. SEE TABLE DWG M2 FOR SYSTEM SCHEDULES. APPROVED MANUFACTURER'S ARE TRANE AND CARRIER. SUBMIT A VALUE ENGINEERED ANALYSIS FOR OTHERS MANUFACTURERS WITH BID FOR CONSIDERATION.

8. CONTRACTOR SHALL FURNISH AND INSTALL ALL AC UNITS AND SHALL HAVE INTERNAL CONTROLLERS WITH OVERLOAD PROTECTION AND DISCONNECT FUNCTIONS PER N.E.C. CONTRACTOR SHALL INSTALL GFI DUPLEX SERVICE RECEPTACLES NEAR PACKAGED UNIT. PROVIDE MOTOR STARTERS WITH OVERLOAD PROTECTION AND DISCONNECT FUNCTIONS FOR AIR HANDLERS.

9. PROVIDE GREENHECK SP-AP FANS IN ROOMS SHOWN OA-FAN. ROUTE TO ROOF OR SIDEWALL. PROVIDE GRAVITY BACKDRAFT DAMPER AND INSECT SCREEN RAIN CAPS. OA-FAN-1 SET AT 50 CFM. OA-FAN-2 SET AT 60 CFM. CONNECT EACH FAN TO LIGHT SWITCH IN ROOM. 208V/1 AMP

10. CONTRACTOR SHALL ROUTE CONDENSATE AND DRAIN LINES TO NEAREST HUB/FLOOR DRAIN, MOP SINK OR LANDSCAPED AREA. CONTRACTOR SHALL PROVIDE AND INSTALL A WATER GUARD PRIMARY DRAIN PAN WATER LEVEL MONITORING SYSTEM WITH VISUAL, LED ALARM IN LIEU OF AUXILIARY DRAIN PAN. CONTRACTOR SHALL SUPPLY CONDENSATE PUMP IF NO DIRECT CONDENSATE DRAIN PATH IS POSSIBLE.

11. PROVIDE LOCKING REFRIGERANT CAPS

12. PER 2018 IMC 304.10 EQUIPMENT AND APPLIANCES INSTALLED AT GRADE LEVEL SHALL BE SUPPORTED ON A LEVEL CONCRETE SLAB OR OTHER APPROVED MATERIAL EXTENDING NOT LESS THAN 3 INCHES (76 MM) ABOVE ADJOINING GRADE OR SHALL BE SUSPENDED NOT LESS THAN 6 INCHES (152 MM) ABOVE ADJOINING GRADE. SUCH SUPPORT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. PROVIDE BOLLARD PROTECTION IF AREA IS ABLE TO BE IMPACTED BY VEHICLES

Coast Architects, P.C.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

ALABAMA LICENSED PROFESSIONAL ENGINEER

DATE: 11-8-25
DRAWN: AT
CHECKED: WT
TITLE: HVAC PLAN

REVISION:
NO. DATE

SHEET:
M1

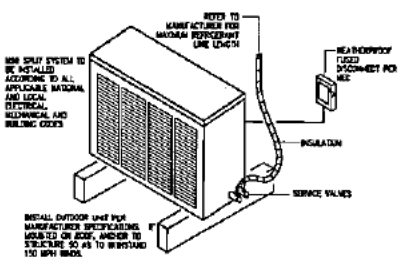
ASHRAE 62.1						
SYSTEM	FLOOR AREA (SQFT)	OCCUPANT LOAD PERSONS 5/1000ft^2	NUMBER OF PEOPLE*	OUTDOOR AIR RATE CFM PER PERSON	AREA OUTDOOR AIR RATE CFM PER SQ FT.	TOTAL REQUIRED OUTDOOR AIR RATE CFM.
** MSAHU-1	153	5	1	5	.06	20
** MSAHU-2	139	5	1	5	.06	20
** MSAHU-3	127	5	4	5	.06	20

* – ACTUAL NUMBER OF PEOPLE ** – OA HANDLED VIA OA-FAN

MINI SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE									
UNIT NUMBER	MANUFACTURER MODEL NUMBER	COOLING CAPACITY TOTAL (BTUH)	AIR QUANTITY CFM	ELECTRICAL DATA VOLTS	PHASE	HERTZ	ELECTRICAL CHARACTERISTICS* INDOOR UNIT MCA	OUTDOOR UNIT MCA	ELECTRIC HEAT KW
MSAHU-1	MITSUBISHI WALL MOUNT	12,000	400	240	1	50	1	25	0
MSAHU-2	MITSUBISHI WALL MOUNT	12,000	400	240	1	50	1	25	0
MSAHU-3	MITSUBISHI WALL MOUNT	12,000	400	240	1	60	1	25	0

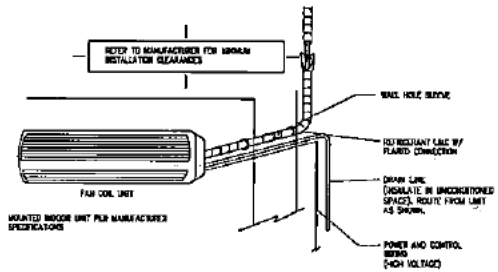
*ONE POINT POWER SOURCE

MINI SPLIT HEAT PUMP UNIT SCHEDULE					
UNIT NUMBER	MANUFACTURER MODEL NUMBER	NOMINAL CAPACITY	ELECTRICAL DATA VOLTS	PHASE	HERTZ
MSCU-1	MITSUBISHI	1 TONS	240	1	60
MSCU-2	MITSUBISHI	1 TONS	240	1	60
MSCU-3	MITSUBISHI	1 TONS	240	1	60



MINI SPLIT CONDENSING UNIT DETAIL

NOT TO SCALE



INDOOR UNIT (MSAHU) DETAIL

NOT TO SCALE

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE: 11-5-25
DRAWN: WT
CHECKED: WT
TITLE: HVAC DETAILS

REVISION:
NO. DATE:

SHEET:

M2

HEATING, VENTILATION, AND AIR CONDITIONING SPECIFICATIONS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS AND INCIDENTALS NECESSARY FOR A COMPLETELY FUNCTIONAL SYSTEM. IN GENERAL, THE WORK SHALL INCLUDE, BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING MAJOR SUBDIVISIONS:
- DUCTWORK, GRILLES, AND DIFFUSERS
- AIR CONDITIONER SYSTEM
- EXHAUST FANS

1.2 CODES, FEES, PERMITS

A. THE CONTRACTOR SHALL COMPLY WITH ALL COUNTY, DISTRICT, MUNICIPAL, OR LOCAL BUILDING CODE, INTERPRETATIONS, BUILDING PERMITS AND ASSESSMENTS OF FEES FOR BUILDING PERMITS, AND ORDINANCES.

B. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, INSPECTIONS, AND CERTIFICATES OF INSPECTION. CERTIFICATES OF INSPECTION SHALL BE DELIVERED TO THE OWNER UPON COMPLETION OF THE JOB.

C. THE CONTRACTOR SHALL COMPLY WITH THE LATEST REVISIONS OF ALL COUNTY, DISTRICT, MUNICIPAL, OR LOCAL BUILDING CODES, INTERPRETATIONS, BUILDINGS PERMITS TO INCLUDE, BUT NOT BE LIMITED TO:
- ASHRAE, 1994 "EQUIPMENT" - CHAPTER 1, DUCT CONSTRUCTION
- SMACNA STANDARDS FOR DUCT CONSTRUCTION
- INTERNATIONAL BUILDING CODE - 2018
- INTERNATIONAL MECHANICAL CODE - 2018
- INTERNATIONAL PLUMBING CODE - 2018
- NFPA-90A - INSTALLATION OF AIR CONDITIONING AND VENTILATION SYSTEMS
- LOCAL MUNICIPAL CODES

1.3 RESPONSIBILITY OF BIDDER

A. EACH BIDDER SHALL VISIT THE SITE OF THE PROPOSED WORK AND FULLY ACQUAINT HIMSELF WITH CONDITIONS RELATING TO THE CONSTRUCTION REQUIREMENTS SO THAT HE MAY FULLY UNDERSTAND THE FACILITIES, DIFFICULTIES AND RESTRICTIONS CONTINGENT UPON THE EXECUTION OF THE WORK UNDER THIS CONTRACT. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT, ADDENDUM OR OTHER DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM HIS OBLIGATIONS WITH RESPECT TO HIS BID OR THE CONTRACT. THE SUBMISSION OF A BID SHALL BE TAKEN AS PRIMA FACIA EVIDENCE OF COMPLIANCE WITH THIS PARAGRAPH AND THAT HE HAS INCLUDED IN HIS PROPOSAL EVERY ITEM OF COST NECESSARY FOR A COMPLETE INSTALLATION OF AIR CONDITIONING, HEATING AND VENTILATION OPERATIONS STRICTLY AS PLANNED, SPECIFIED, AND INTENDED.

1.4 SUB-DIVISIONS OF WORK

A. EACH SUB-DIVISION OF WORK INCLUDES FURNISHING AND INSTALLING ALL MATERIALS TO MAKE THAT PART OF WORK COMPLETE, AND SHALL COMPRISE ALL AUXILIARIES, SETTING OF EQUIPMENT, SLEEVES THROUGH BUILDING CONSTRUCTION WHERE REQUIRED AND ETC., ALL IN COMPLETE COORDINATION WITH GENERAL CONTRACTOR AND IN COOPERATION WITH OTHER TRADES. IT IS CONTEMPLATED THAT ALL SUB-DIVISIONS OF WORK WHEN COMPLETED WILL FORM HEATING, AIR CONDITIONING, AND VENTILATION SYSTEM FOR THIS PROJECT.

1.5 DRAWINGS

A. THE DRAWINGS FOR THE HEATING, VENTILATING AND AIR CONDITIONING FOR THIS JOB ARE DIAGRAMMATIC. THE CONTRACTOR SHALL MAKE HIS OWN MEASUREMENTS AT THE SITE AND IN THE BUILDINGS DURING CONSTRUCTION AND INSTALL THE SYSTEMS AS THE WORK PROGRESSES IN SUCH A MANNER THAT THE EQUIPMENT, PIPING, CONDUIT, PANELS, AND DUCTWORK WILL FIT INTO THE FINISHED SPACE PROVIDED MAINTAINING HEADROOM, AND BE NEATLY INSTALLED. ALL EQUIPMENT AND ITS INTERCONNECTING PIPING, DUCTWORK, CONDUIT, ETC., SHALL BE PROVIDED.

B. DUE TO DIFFERENCES BETWEEN VARIOUS MANUFACTURERS, IT IS NOT PRACTICABLE TO SHOW EXACT DIMENSIONS OF UNITS, NOR TO SHOW OR SPECIFY ALL MINOR DETAILS OF EQUIPMENT. CONTRACTOR SHALL PROVIDE ALL VALVES, FITTINGS AND ACCESSORIES AS NECESSARY FOR A COMPLETE INSTALLATION, WHETHER OR NOT SPECIFICALLY MENTIONED OR SHOWN.

C. EQUIPMENT SHALL NOT BE ACCEPTABLE IF OPERATED IN EXCESS OF THE RECOMMENDED AND PUBLISHED RATINGS OF THE MANUFACTURER.

D. CONTRACTOR SHALL SUBMIT ALL HVAC EQUIPMENT FOR ENGINEER APPROVAL PRIOR TO PURCHASING EQUIPMENT.

1.6 FOUNDATIONS

A. THE CONTRACTOR SHALL FURNISH ALL SPECIAL FOUNDATIONS AND SUPPORTS FOR EQUIPMENT, DUCTWORK AND PIPING WHICH HE INSTALLS AND WHICH ARE SEPARATE AND DISTINCT FROM BUILDING CONSTRUCTION AS SHOWN BY ARCHITECTURAL DRAWINGS.

1.7 SAFETY PROVISIONS

A. CONTRACTOR SHALL BE REQUIRED AT ALL TIMES TO PERFORM HIS WORK IN STRICT ACCORDANCE WITH THE WILLIAMS-STEIGER OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970.

B. EQUIPMENT WITH ANY PROJECTING OR ROTATING PARTS SHALL BE TOTALLY ENCLOSED OR PROPERLY GUARDED.

1.8 NOISE AND VIBRATION

A. THIS CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ELIMINATION OF ALL NOISES OR VIBRATIONS TRANSMITTED TO OCCUPIED AREAS FROM EQUIPMENT WHICH HE MAY INSTALL. THIS APPLIES PARTICULARLY TO AIRBORNE NOISES IN DUCTWORK, VIBRATION AND NOISES IN PIPING, AND VIBRATION FROM MECHANICAL EQUIPMENT TRANSMITTED THROUGH BASES TO BUILDING STRUCTURE.

B. THIS CONTRACTOR SHALL FURNISH AND INSTALL ALL FLEXIBLE CONNECTORS FOR DUCTWORK CONNECTED TO MOTOR DRIVEN EQUIPMENT.

C. CONTRACTOR SHALL CLOSELY COORDINATE WORK FOR LOCATION OF MECHANICAL EQUIPMENT AND ROOF OPENINGS.

1.9 MOTORS AND STARTERS

A. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE FURNISHING IN PLACE OF ALL ELECTRIC MOTORS REQUIRED FOR THE OPERATION OF ALL HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT. ELECTRICAL CONTRACTOR TO PROVIDE ALL POWER WIRING AND CONDUIT REQUIRED FOR THE OPERATION OF ELECTRICAL MOTORS AS SPECIFIED. ELECTRIC MOTORS SHALL BE SELECTED IN SIZES AS REQUIRED TO PROPERLY OPERATE THE EQUIPMENT FURNISHED BUT IN NO CASE SMALLER THAN THOSE INDICATED ON EQUIPMENT SCHEDULES. VERIFY ALL ELECTRICAL CHARACTERISTICS FROM ELECTRICAL DRAWINGS BEFORE RELEASING MOTORS FOR SHIPMENT. ELECTRIC MOTORS SHALL HAVE A SERVICE FACTOR OF 1.15 AND POWER FACTOR IN ACCORDANCE WITH ASHRAE 90-75.

B. THIS CONTRACTOR SHALL FURNISH ALL MAGNETIC MOTOR STARTERS REQUIRED TO OPERATE HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT AND TURN OVER TO THE ELECTRICAL CONTRACTOR FOR INSTALLATION. ALL MOTOR STARTERS SHALL BE PROVIDED WITH:
1. 3 THERMAL OVERLOAD PER PHASE LEG.
2. A 120 VOLT COIL AND A HAND-OFF-AUTOMATIC SWITCH, IF MOTORS ARE SUBJECT TO ELECTRICAL INTERLOCK UNLESS OTHERWISE SPECIFIED.

C. IF EQUIPMENT IS PROVIDED WITH R.L.A. IN EXCESS OF DESIGN CONDITIONS THE MECHANICAL CONTRACTOR SHALL STAND THE EXPENSE OF ASSOCIATED ELECTRICAL CHANGES.

D. IT IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO PROVIDE THERMAL OVERLOADS OF THE PROPER SIZE AS REQUIRED BY THE ACTUAL MOTOR NAMEPLATE AMPS. MOTOR STARTERS SHALL COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE AND THE LOCAL UTILITY SERVICE COMPANY.

1.10 PAINTING

A. ALL EQUIPMENT FURNISHED WITHOUT FACTORY PAINT OR GALVANIZED FINISH SHALL BE THOROUGHLY CLEANED AND GIVEN A PRIME COAT, THEN A FINISH COAT OF PAINT IN A COLOR AS SELECTED BY ARCHITECT/ENGINEER. ANY EQUIPMENT FINISH THAT IS DAMAGED OR SHIPPED, SHALL BE SPOT PAINTED TO MATCH EXISTING SURFACE. ANY MISCELLANEOUS METALS USED BY THIS CONTRACTOR THAT ARE NOT GALVANIZED SHALL BE GIVEN TWO COATS OF PAINT IN COLOR SPECIFIED BY ARCHITECT. ANY RUSTY OR CORRODED FINISHES SHALL BE THOROUGHLY CLEANED AND PAINTED TWO COATS OF PAINT-ONE PRIME AND ONE FINISH COAT.

1.11 TESTS AND GUARANTEES

A. AFTER COMPLETION OF HIS WORK, AND WHEN THE BUILDING IS READY FOR OCCUPANCY, THIS CONTRACTOR SHALL OPERATE THE AIR CONDITIONING OR HEATING SYSTEM FOR A PERIOD OF TWO DAYS. DURING THE TESTS, THE CONTRACTOR SHALL ADJUST CONTROLS, OUTLETS, ETC.

B. THE CONTRACTOR SHALL REPEAT OPERATIONAL SEQUENCE DURING HEATING AND/OR COOLING SEASON, WHICHEVER HAS NOT BEEN SUBJECT TO PRIOR TEST PERIOD.

1.12 SHOP DRAWINGS

A. MATERIALS AND EQUIPMENT SCHEDULES SHALL BE SUBMITTED AS SOON AS PRACTICABLE, BUT NOT LATER THAN THIRTY (30) DAYS AFTER THE DATE OF AWARD OF CONTRACT, AND BEFORE COMMENCEMENT OF INSTALLATION OF ANY MATERIAL OR EQUIPMENT. A COMPLETE SCHEDULE OF THE MATERIAL AND EQUIPMENT PROPOSED FOR INSTALLATION SHALL BE SUBMITTED FOR APPROVAL. THE SCHEDULE SHALL INCLUDE CATALOGS, CUTS, DIAGRAMS, DRAWINGS, SPECIFICATIONS AND SUCH OTHER DESCRIPTIVE DATA AS MAY BE REQUIRED BY THE ENGINEER. ALL MATERIALS REQUIRED TO BE SUBMITTED FOR APPROVAL UNDER THIS SECTION SHALL BE SUBMITTED AT ONE TIME. PARTIAL SUBMITTALS WILL NOT BE CONSIDERED. THEY WILL BE RETURNED AS "NOT APPROVED".

B. SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL ON THE FOLLOWING ITEMS OF EQUIPMENT: SUBJECT DRAWINGS SHALL INCLUDE ALL DATA PERTINENT TO THE PERFORMANCE AND INSTALLATION OF ALL EQUIPMENT.
- AIR DISTRIBUTION DEVICES - GRILLES, DIFFUSERS, DAMPERS
- TEMPERATURE CONTROLS
- INSULATION MATERIALS
- SPLIT SYSTEM AIR CONDITIONERS
- EXHAUST FANS

1.13 QUALITY OF MATERIALS AND EQUIPMENT

A. IT IS NOT THE INTENT OF THESE SPECIFICATIONS TO LIMIT MATERIAL AND/OR EQUIPMENT SELECTIONS TO ONE MANUFACTURER; HOWEVER, THE ENGINEER RESERVES THE RIGHT TO BE THE FINAL AND SOLE JUDGE WITH REGARD TO EQUALS.

B. APPROVALS OF EQUIPMENT IS BASED ON CAPACITIES, EQUALITY OF WORKMANSHIP AND COMPONENTS, OR GENERAL AND SPECIAL CONSTRUCTION FEATURES. APPROVAL OF EQUIPMENT DOES NOT RELIEVE THE CONTRACTOR OF COORDINATION RESPONSIBILITY WITH OTHER TRADES. EQUIPMENT SHALL FIT WITHIN THE PHYSICAL SPACE OF EQUIPMENT SHOWN AND HAVE SAME GENERAL CONNECTION AS THAT SHOWN ON DRAWINGS. PROPER CLEARANCES SHALL BE MAINTAINED FOR SERVICING AND MAINTAINING EQUIPMENT.

C. WHERE EQUIPMENT SUBMITTED VARIES FROM THE GENERAL ARRANGEMENT OF THAT SPECIFIED, CONTRACTOR SHALL SUBMIT DETAILED SHEET METAL AND EQUIPMENT BROCHURES. SHOP DRAWINGS SHALL INDICATE ANY AND ALL SHEET METAL, ELECTRICAL, PIPING AND STRUCTURAL CHANGES REQUIRED TO FACILITATE CHANGE. ANY AND ALL ADDITIONAL COSTS INCURRED BY CHANGES WILL BE BORNE BY THIS CONTRACTOR.

PART 2 PRODUCTS

2.1 REFRIGERANT PIPING

A. PIPING SHALL BE TYPE "K" HARD DRAWN COPPER, ASTM SPEC. B280, AND SHALL BE MILL CLEANED, DRIED, AND CAPPED.

B. FITTINGS SHALL BE EXTRA HEAVY WROUGHT COPPER IN ACCORDANCE WITH ANSI B16 WITH JOINTS SOLDERED USING A HIGH CONTENT SILVER ALLOY SOLDER. PROVIDE LOCKING CAPS ON REFRIGERANT FILL POINTS.

C. INSTALLATION SHALL BE IN ACCORDANCE WITH UNIT MANUFACTURER'S REQUIREMENTS WITH ALL PIPING SECURED TO WALLS AND CEILINGS WITH APPROVED GALVANIZED HANGERS AND CLAMPS. ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH ANSI STANDARD B31.5 FOR REFRIGERANT PIPING.

D. INSULATE REFRIGERANT SUCTION LINE WITH 3/4" WALL FOAMED PLASTIC INSULATION SLIPPED OVER TUBING AND ALL JOINTS THOROUGHLY SEALED. PAINT INSULATION WITH TWO COATS OF ACRYLIC PROTECTIVE. PAINT WHERE INSULATION IS EXPOSED TO WEATHER. PROTECT INSULATION WITH METAL SADDLES AND SHIELDS AT ALL HANGER POINTS.

E. ALL REFRIGERANT PIPING ROUTED BELOW GRADE SHALL BE ROUTED IN 6" PVC CONDUIT WITH ENDS SEALED TO BE RODENT PROOF.

F. SUSPEND PIPING AS REQUIRED WITH APPROVED PIPE HANGERS AT 6'-0" ON CENTER.

G. IF FIELD PIPING IS USED, PIPING DIAGRAMS SHALL BE SUBMITTED BY UNIT MANUFACTURER SHOWING PIPE SIZES, TRAPS, SERVICE VALVES, ETC., REQUIRED FOR PROPER OPERATION OF EQUIPMENT. PRE-CHARGED TUBING MAY BE USED AT CONTRACTOR'S OPTION.

H. TEST REFRIGERANT SYSTEM AT 300 PSI BEFORE CHARGING SYSTEM WHERE UNITS ARE TO BE FIELD CHARGED. SYSTEM IS TO BE THOROUGHLY PURGED AND EVACUATED BEFORE CHARGING WITH REFRIGERANT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. IF FACTORY PRE-CHARGED TUBING IS USED, UNIT SHALL BE CHECKED AND MONITORED FOR PROPER CHARGE AND EFFICIENT OPERATION.

2.2 EXHAUST FAN

A. ALL EXHAUST FANS SHALL BEAR THE AMCA SEAL OF APPROVAL AND SHALL BE CURRENTLY LISTED IN THE CURRENT AMCA DIRECTORY.

B. EXHAUST FAN FOR TOILET ROOMS SHALL BE CEILING MOUNTED TYPE FANS WITH 1/8" THICK ACOUSTICAL LINED STEEL HOUSING, DIRECT DRIVE CENTRIFUGAL FAN, BACK DRAFT DAMPER AND INTEGRAL ALUMINUM CEILING GRILLE. FAN CONTROL SHALL BE BY SEPARATE WALL MOUNTED SWITCH. FANS SHALL BE EQUAL TO BROAN LOSENS SELECT.

2.3 CONTROL OPERATIONS

A. GENERAL SPACE TEMPERATURE SHALL BE CONTROLLED BY WALL MOUNTED THERMOSTATS LOCATED WITHIN THE SPACES AS INDICATED ON DRAWINGS. THERMOSTAT SUBBASE SHALL INCLUDE A SYSTEM SELECTOR SWITCH (OFF-HEAT-AUTO-COOL) AND FAN SWITCH (AUTO-ON) AND BE PROVIDED BY THE AIR CONDITIONING EQUIPMENT MANUFACTURER. THERMOSTATS SHALL BE 7-DAY PROGRAMMABLE AND HAVE BATTERY BACK-UP WITH NIGHT LOW AND HIGH LIMIT SETTINGS.

B. WIRING ALL CONTROL WIRING EXTERNAL TO THE AIR CONDITIONING EQUIPMENT SHALL BE INSTALLED BY THE CONTROL SUB-CONTRACTOR UNDER THE DIRECT SUPERVISION OF THE HVAC SUBCONTRACTOR.

NOTE: ALL WIRING REQUIRED FOR EQUIPMENT OPERATIONS SHALL BE BY THE ELECTRICAL CONTRACTOR. THIS CONTRACTOR SHALL ALSO PROVIDE ALL CONDUIT AS REQUIRED FOR CONTROL WIRING.

C. TEST ALL UNITS FOR TWO (2) 8-HOUR DAYS UNDER THE SUPERVISION OF MANUFACTURER'S REPRESENTATIVE, WHO SHALL MAKE ALL NECESSARY ADJUSTMENTS AND INSTRUCT DESIGNATED OPERATING PERSONNEL IN OPERATION AND MAINTENANCE OF EQUIPMENT AND CONTROLS.

2.4 CONTROLS

A. CONTRACTOR SHALL FURNISH AND INSTALL ALL RELAYS, TRANSFORMERS, CONTACTS, ETC., AS REQUIRED TO CONTROL AUTOMATICALLY THE HEATING AND AIR CONDITIONING EQUIPMENT. SUBMIT CONTROL DRAWINGS FOR APPROVAL. CONTROL DRAWINGS SHALL BE COMPLETE AND SHALL INDICATE COMPLETE CONTROL SEQUENCE OF OPERATION.

B. ALL CONTROL WIRING SHALL BE INSTALLED IN CONDUIT AND SHALL BE SIZED AS RECOMMENDED BY UNIT MANUFACTURER. ALL WIRING SHALL BE COLOR CODED TO MATCH SYSTEM WIRING DIAGRAMS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE ELECTRICAL SECTION OF THIS SPECIFICATION.

2.5 DUCTWORK

A. THE SIZES, RUNS, AND CONNECTIONS OF DUCTS SHALL BE AS INDICATED. ADHERE TO DRAWINGS AS CLOSELY AS POSSIBLE. THE RIGHT IS RESERVED, HOWEVER, IF REQUIRED TO MEET STRUCTURAL OR OTHER INTERFERENCES, TO VARY RUN AND SHAPE OF DUCTS AND EFFECTS DURING PROGRESS OF WORK, AT NO EXTRA COST TO THE OWNER. DUCTWORK SPECIFIED HEREIN SHALL HAVE RECTANGULAR CROSS SECTION, UNLESS OTHERWISE INDICATED.

B. MATERIALS - METHODS OF CONSTRUCTION. DETAILS OF CONSTRUCTION AND MATERIALS NOT SPECIFIED HEREIN SHALL BE IN ACCORDANCE WITH SMACNA LOW VELOCITY AND ASHRAE "GUIDE" RECOMMENDATIONS. FABRICATE DUCTWORK IN WORKMANLIKE MANNER WITH AIRTIGHT JOINTS PRESENTING SMOOTH SURFACE ON INSIDE, NEATLY FINISHED ON OUTSIDE. SEAL ALL DUCT JOINTS AIRTIGHT BEFORE INSULATION IS APPLIED. CONSTRUCT DUCTWORK AIR EXTRACTORS, SPIN-IN TAPS WITH AIR SCOOPS, TURNING VANES, SPLITTER DAMPERS, ETC., TO EASE AIR FLOW AND BALANCING OF AIR, UNLESS OTHERWISE INDICATED. WHERE SQUARE ELBOWS HAVE TO BE USED, PROVIDE FIXED DEFLECTORS. CONSTRUCT, BRACE AND SUPPORT DUCTS IN MANNER THAT THEY WILL NOT BAG OR VIBRATE TO ANY PERCEPTIBLE EXTENT WHEN FANS ARE OPERATING AT MAXIMUM SPEED AND CAPACITY. DUCTWORK SHALL BE GALVANIZED SHEET STEEL UNLESS OTHERWISE SPECIFIED. DISTANCE BETWEEN JOINTS OF ANY SIZE DUCT SHALL NOT EXCEED 8'.

D. FLEXIBLE DUCTWORK SHALL NOT EXCEED 1% IN LENGTH, BE EQUAL TO THERMAFLEX TYPE M-KE-09 OR J.P. LAMBDON MHP-85 WITH 1"-1 LB. DENSITY INSULATION WITH METALIZED FILM VAPOR BARRIER, AND CONFORM TO UL-181 AS A CLASS 1 DUCT.

E. DUCT MATERIAL MAY BE INSULATED DUCT BOARD TYPE OR SHEET METAL TYPE.

SHEET METAL GAUGES FOR RECTANGULAR DUCT CONSTRUCTION SHALL BE:

STEEL U.S. STD.GAUGE	MAXIMUM SIDE INCHES	TYPE OF TRANSVERSE JOINT CONN.	BRACING
26	UP TO 12	S-DRIVE, POCKET OR BAR CLIPS, ON 7'-10" CENTERS	NONE
24	13 TO 24	S-DRIVE, POCKET OR BAR CLIPS, ON 7'-10" CENTERS	NONE
24	25 TO 30	S-DRIVE, POCKET OR BAR CLIPS ON 7'-10" CENTERS	UNITS ANGLE 4' FROM JOINT

F. DUCT SUPPORT: SUPPORT HORIZONTAL DUCTS WITH HANGERS SPACED NOT MORE THAN 8' APART, PLACE HANGERS AT CHANGES IN DIRECTIONS. USE STRAP HANGERS FOR DUCTS UP TO 30" WIDE, ANGLE HANGERS FOR DUCTS OVER 30" WIDE. MAKE STRAP HANGERS 1" BY 16-GAUGE MINIMUM, EXTENDED DOWN BOTH SIDES OF DUCT AND TURN UNDER BOTTOM 8" MINIMUM, FASTEN SIDES AND BOTTOM WITH SHEET METAL SCREWS.

G. PROVIDE FLEXIBLE DUCT CONNECTIONS BETWEEN DUCTS AND A/C UNIT. CONNECTORS SHALL BE CONSTRUCTED OF 24 GAUGE NEOPRENE-COATED FIBERGLASS APPROXIMATELY 6" WIDE, BORDERED BY CRIMPING TO SHEET METAL AND FASTENED TO DUCTS WITH SCREWS NOT MORE THAN 8" ON CENTERS.

2.6 DAMPERS

A. PROVIDE SPLITTER AND DEFLECTING VANES FOR CONTROL OF AIR VOLUME AND DIRECTION, AND FOR BALANCING SYSTEM WHERE INDICATED, SPECIFIED, DIRECTED OR REQUIRED.

B. DAMPERS OF SAME MATERIALS AS DUCT, AT LEAST ONE GAUGE HEAVIER THAN DUCT, REINFORCED WHERE DIRECTED, SHALL HAVE AN ACCESSIBLE LOCATION INDICATING QUADRANT, LOCKING DEVICE FOR ADJUSTING AND LOCKING DAMPERS IN POSITION.

C. STIFFEN DUCT AT DAMPER LOCATION. INSTALL DAMPER IN MANNER TO PREVENT RATTLING.

2.7 GRILLES AND DIFFUSERS

A. SUPPLY AND RETURN AIR GRILLES AND DIFFUSERS SHALL BE SIZED NOT TO EXCEED A NC LEVEL OF 1050. GRID CEILING DIFFUSER SHALL BE EQUAL TO TITUS SERIES 10CA-AA-ADJUSTABLE TYPE WITH 24"X24" LAY-IN PANEL. SUPPLY DIFFUSER WITH BALANCING DAMPER OF SIZE, DISCHARGE FLOW PATTERN AND CAPACITY AS INDICATED ON DRAWINGS. GYP. OR RIGID CEILING DIFFUSERS INSTALLED IN RIGID CEILINGS SHALL BE EQUAL TO TITUS SERIES 10CA-AA-ADJUSTABLE TYPE SUPPLY DIFFUSER BORDER TYPE B WITH BALANCING DAMPER OF SIZE AND CAPACITY AS INDICATED ON DRAWINGS. (UNLESS SHOWN ON DRAWINGS.)

B. CEILING RETURN AIR GRILLES SHALL BE EQUAL TO TITUS SERIES CORE 30. WALL RETURN GRILLES SHALL BE EQUAL TO TITUS 350FL (FILTER GRILL TO BE 350FLFD). SIZE AND CAPACITY SHALL BE AS INDICATED ON DRAWINGS. (UNLESS SHOWN ON DRAWINGS.)

C. SIDEWALL REGISTERS SHALL BE EQUAL TO TITUS SERIES 272 FL WITH DAMPER. (UNLESS SHOWN ON DRAWINGS.)

D. INSTALL AND FASTEN CEILING DIFFUSER AND RETURN AIR GRILLES AS PER MANUFACTURER'S DETAILED DRAWINGS. USE GASKETS TO MAKE AIRTIGHT JOINTS WITH ADJOINING CONSTRUCTION, JOIN NEATLY WITH ADJOINING FINISHED SURFACE.

E. FLOOR SUPPLY REGISTERS/GRILLS SHALL BE HART AND COOLEY "L" SERIES P/N LF-4-15-0-X-SA WHERE X IS THE REGISTER/GRILL SIZE SHOWN ON BRANCH DUCT SCHEDULE OR ENGINEER APPROVED EQUIV.

F. FLOOR RETURN GRILLS SHALL BE HART AND COOLEY "L" SERIES P/N LF-3-03-0-X-SA WHERE X IS THE GRILL SIZE SHOWN ON BRANCH DUCT SCHEDULE OR ENGINEER APPROVED EQUIV.

2.8 INSULATION

A. EXTERIOR DUCT INSULATION SHALL BE APPLIED OUTSIDE OF ALL HEATING AND AIR CONDITIONING DUCTWORK IN ACCORDANCE WITH SMACNA STANDARDS. INSULATION SHALL BE CONSTRUCTED OF GLASS FIBER AND SHALL BE 1 POUND DENSITY, 2" THICK AND COMPLY WITH NFPA BULLETINS 90A AND 90B MINIMUM 8 VALUE IN 80. INSULATION SHALL BE WRAPPED AND SHALL BE SECURED WITH DUCT BANDS. ALL JOINTS IN INSULATION SHALL BE BUTTED TOGETHER AND BRUSHED WITH ADHESIVE.

2.9 NATURAL GAS PIPING (N.F.C.)

A. ALL PIPING ABOVE GRADE SHALL BE SCHEDULE 40 BLACK STEEL ASTM 125. FITTINGS SHALL BE 150 POUNDS BLACK MALLEABLE SCREW PATTERN FOR ALL SIZES 2" AND SMALLER.

B. PIPING BELOW GRADE SHALL BE SCHEDULE 40 BLACK STEEL WITH BLACK WELDED FITTINGS SHALL BE PROTECTED BY MILL WRAPPING, REPUBLIC EXTRU-COAT OR APPROVED EQUAL. FITTINGS AND FIELD JOINTS SHALL BE FIELD WRAPPED AFTER TESTING WITH EXTRU-TAPE OR EQUAL TO 6" ABOVE FINISHED GRADE.

C. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH NFPA RECOMMENDATIONS AND SOUTHERN STANDARD GAS CODE COMPLETE WITH ALL NECESSARY APPURTENANCES.

D. GAS CODES SHALL BE INSTALLED BEFORE EACH PIECE OF EQUIPMENT IS CONNECTED TO THE SYSTEM.

E. HORIZONTAL PIPING SHALL GRADE WITH A SLOPE OF 1" IN 40'-0" TO DROP LEGS AT ALL LOW POINTS AS REQUIRED. DRIPS SHALL BE PROVIDED AT ALL LOW POINTS AND AT BOTTOM OF RISERS. DRIPS SHALL BE SAME SIZE AS THE PIPING WHERE INSTALLED AND SHALL BE MINIMUM OF 8" LONG.

F. USE GROUND JOINTS IN ALL SCREW PIPING JOINTS AND 150 POUND FLANGES IN ALL WELDED JOINT PIPING WHERE REQUIRED.

PART 3 EXECUTION

3.1 TESTING AND BALANCING

A. THE HEATING AND VENTILATING SUBCONTRACTOR SHALL SUBMIT TO THE OWNER/ENGINEER A RECORD OF THE CAPACITIES OF EACH GRILLE, REGISTER, AND EQUIPMENT OPENING AS DETERMINED BY THE TEST AFTER FINAL ADJUSTMENTS HAVE BEEN MADE WITH A NOTATION FOR THE FINAL SETTING AND AVERAGE VELOCITY THROUGH EACH OUTLET AS DETERMINED BY READINGS OF A VELOMETER TAKEN AT SEVERAL POINTS AT THE FACE OF THE REGISTER OR OPENING. AIR DELIVERY THROUGH SUPPLY OUTLETS SHALL BE CONSIDERED EQUAL TO THAT QUANTITY AS PUBLISHED IN THE MANUFACTURER'S TABLES. RETURN AIR THROUGH RETURN AIR GRILLES SHALL BE CONSIDERED AS EQUAL TO THE PRODUCT OF THE VELOMETER VELOCITY AND EFFECTIVE AREA OF THE REGISTER. TEST AND BALANCE BOTH HVAC SYSTEMS WITH DUCTWORK PRIOR TO INSTALLATION OF FINISHED CEILING. ONCE CEILINGS HAVE BEEN INSTALLED THE BALANCING DEVICES AND DUCTWORK SHALL NOT BE ACCESSIBLE FOR THIS PROCEDURE.

B. THERMOSTATS FOR THE AIR CONDITIONING EQUIPMENT SHALL BE PROVIDED AS PART OF THAT EQUIPMENT, AND CONNECTED UP BY THE ELECTRICAL SUBCONTRACTOR, AND IS TESTED BY THE HVAC SUBCONTRACTOR.

3.2 CLEANING VENTILATING SYSTEMS

A. ALL DUCTS SHALL BE THOROUGHLY CLEANED AND BLOWN OUT TO PREVENT ANY DEBRIS FROM DAMAGING FAN WHEELS OR DISCHARGING THROUGH DIFFUSERS WHEN SYSTEMS ARE PLACED IN OPERATIONS. ALL TEMPORARY CONNECTIONS REQUIRED FOR BLOWING OUT THE SYSTEM, CHEESECLOTH FOR ALL DUCT OPENINGS, AND ANY OTHER EQUIPMENT OR LABOR FOR CLEANING SHALL BE PROVIDED BY THE HEATING AND VENTILATING SUBCONTRACTOR. ALL FILTERS SHALL BE REMOVED AFTER VENTILATING SYSTEMS HAVE BEEN CLEANED. THE COST OF REMOVAL SHALL BE BORNE BY THE GENERAL CONTRACTOR.

3.3 DUCT AIR LEAK TESTING

A. ALL DUCT WORK SHALL BE LEAK TESTED AFTER INSTALLATION AND SYSTEM COMMISSIONING. CONTRACTOR SHALL TEST THE SYSTEM USING THE OF THE FOLLOWING:

POST CONSTRUCTION DUCT LEAKAGE TO OUTDOORS (PCD) IS ≤ 0%
POST CONSTRUCTION TOTAL DUCT LEAKAGE (PCD) IS ≤ 10%

CONTRACTOR SHALL PROVIDE TO THE ENGINEER/OWNER THE ALABAMA DUCT INSPECTION CERTIFICATION FORM UPON COMPLETION.

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

ALABAMA LICENSED PROFESSIONAL ENGINEER STAMP ANDREW THAMES

DATE: 11-6-25
DRAWN: WT
CHECKED: WT
TITLE: HVAC SPECS

REVISION:
NO. DATE:

SHEET:
M3

1. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A PROPOSAL.
2. ELECTRICAL CONTRACTOR MUST SUBMIT AN ELECTRONIC COPY OF COMPLETE SHOP DRAWINGS AND PRODUCT SPECIFICATIONS FOR ENGINEER REVIEW.
3. ANY ELECTRICAL ITEMS PURCHASED WITHOUT BEING SUBMITTED AND APPROVED, WILL BECOME THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR, REGARDLESS OF SCHEDULES ON DRAWINGS. NO LIGHTING FOR THIS PROJECT SHALL BE PURCHASED WITHOUT THE ELECTRICAL CONTRACTOR SUBMITTING THROUGH THE APPROVAL PROCESS ALL NECESSARY SPECIFICATIONS OR EXACTLY WHAT IS TO BE PURCHASED, AND OBTAINS WRITTEN PERMISSION TO BUY THESE FIXTURES FROM THE ARCHITECT, OWNER AND ENGINEER OF RECORD.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE NATIONAL ELECTRIC CODE BEING ENFORCED BY LOCAL JURISDICTION.
5. CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS, INSPECTION AND CONNECTION FEES.
6. CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION FOR AND INCIDENTAL TO THE COMPLETION OF A FULLY FUNCTIONAL, SAFE AND COMPLETE ELECTRICAL SYSTEM.
7. CONTRACTOR TO TEST SYSTEM THOROUGHLY IN THE PRESENCE OF OWNER AND ENGINEER IT FREE FROM DEFECTS. CONTRACTOR TO PROVIDE OWNER WITH A ONE YEAR WARRANTY AFTER ACCEPTANCE.
8. PROPERLY SEAL ALL WALL AND FLOOR PENETRATIONS WITH FIRE RATED MATERIAL TO SEAL WALL AND FLOOR PENETRATIONS IN FIRE RATED CONSTRUCTION AREAS.
9. PROVIDE TYPE WRITTEN PANEL DIRECTORIES AND LABEL ALL J.B.& CONDUITS ABOVE CEILING WITH CIRCUIT NUMBERS(S) WITH BLACK 1/2" LETTERS "CKT # & VOLTAGE".
10. ALL BRANCH CIRCUIT WIRING SHALL BE COPPER AND TYPE THW AS ALLOWED BY CODE. SEPARATE CONDUCTORS SHALL BE TYPE XHHW-2 FROM TRANSFORMER TO MAIN BREAKERS TO WIRE THROUGH FEEDER CONDUCTORS BETWEEN UNIT BANKS AND INTERNAL PANEL SHALL BE TYPE SE AS ALLOWED BY THE 2020 NATIONAL ELECTRICAL CODE AND LOCAL JURISDICTION.
11. ALL ELECTRICAL PANELS SHALL HAVE TIN COATED COPPER OR ALUMINUM BUS.
12. BEFORE PROJECT BEGINS CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY TO DETERMINE METHODS AND MATERIALS REQUIRED FOR LOCAL ELECTRICAL UTILITY TO PROVIDE POWER TO THIS FACILITY.
13. ALL LIGHT FIXTURES SHALL BE SUPPORTED AND BE SUITABLE FOR ITS LOCATION AS APPROVED BY NEC AND LOCAL JURISDICTION HAVING AUTHORITY.
14. ELECTRICAL WORK SHALL BE COORDINATED WITH ALL OTHER TRADES.
15. ALL SWITCHES AND RECEPTACLES SHALL BE 15 OR 20 AMP RESIDENTIAL GRADE WITH DEVICES IN A COLOR CHOSEN BY ARCHITECT. PROVIDE A NEUTRAL AS REQUIRED FOR DIMMING AND OTHER LED-TRIAC CONTROLS.
16. CONCEAL ALL CONDUITS AND BOXES UNLESS OTHERWISE NOTED.
17. PROVIDE AND MAINTAIN TEMPORARY POWER AND LIGHTING SYSTEM FOR DURATION OF PROJECT.
18. EMT FITTINGS IF USED SHALL BE DIE CAST SET SCREW.
19. MAKE FINAL CONNECTIONS TO MECHANICAL EQUIPMENT WITH APPROVED CONNECTORS, WHIPS AND NEMA CONNECTORS PER EQUIPMENT LIST. USE LIQUID TIGHT WHERE EXPOSED TO WEATHER AND NOT MORE THAN 6 FOOT RUNS.
20. PROVIDE GFI TYPE RECEPTACLES/CIRCUITS WHERE REQUIRED BY CODE PLUS THOSE SHOWN ON DWGS.
21. FOR EACH UNIT PROVIDE INTERCONNECTED SMOKE DETECTORS. THE SINGLE CARBON MONOXIDE DETECTOR CAN BE A SMOKE/CM COMBO OR STAND ALONE.
22. ALL BRANCH CIRCUITS SHALL HAVE A PROPERLY SIZED EQUIPMENT GROUNDING CONDUCTOR RUN WITH UNGROUNDED CONDUCTORS.
23. PROVIDE ALL NECESSARY PULL/JUNCTION BOXES, SUPPORTS AND MISC. ITEMS NECESSARY FOR A COMPLETE, MAINTAINABLE AND SAFE ELECTRICAL SYSTEM.
24. ELECTRICAL CONTRACTOR SHALL VERIFY HVAC AND PLUMBING EQUIPMENT'S ELECTRICAL REQUIREMENTS WITH MECHANICAL PLANS BEFORE ROUGH-IN OCCURS. PROVIDE NOTICE TO E.E. IF UNITS DON'T MATCH BID DOCUMENTS. INSTALL DISCONNECTS AS REQUIRED BY CODE, NEMA 3R OUTDOORS, NEMA 1 INDOORS.
25. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL LIGHT FIXTURES, OUTDOOR SIGNAGE, EXIT TYPES, QUANTITIES AND OTHER LIGHTING REQUIREMENTS WITH THE OWNER, ARCHITECT AND ENGINEER OF RECORD. SEE NOTE 2 ABOVE.
26. ELECTRICAL CONTRACTOR SHALL PROVIDE A GROUNDING SYSTEM PER SECTION 250 OF THE NATIONAL ELECTRICAL CODE AND SUPPLEMENTED AS REQUIRED BY LOCAL JURISDICTION. SEE RISER FOR MORE DETAILS AND NOTES.
27. ELECTRICAL CONTRACTOR SHALL PROVIDE A 20 AMP, GFCI, WEATHERPROOF RECEPTACLE (ON THE ROOF OR OUTSIDE) within 25 FEET OF ALL HVAC EQUIPMENT.
28. COORDINATE WITH OWNER AND EQUIPMENT MANUFACTURERS FOR EXACT POWER AND CONNECTION REQUIREMENTS FOR ALL KITCHEN EQUIPMENT AND ANY OTHER SPECIAL EQUIPMENT PURCHASED BY OWNER OR REQUIRED FOR THIS PROJECT.
29. EMERGENCY AND EXIT LIGHTS SHALL NOT BE SWITCHED. CONNECT TO THE CLOSEST LIGHTING CIRCUIT, UNLESS NOTED OTHERWISE.
30. ALL 120V BRANCH CIRCUITS SHALL HAVE A DEDICATED NEUTRAL (L2) CONDUCTOR PER BRANCH CIRCUIT.
31. SECURITY SYSTEM PROVIDED BY OTHERS.
32. ALL WORK SHALL BE ACCEPTABLE TO THE ENGINEER, OWNER AND ARCHITECT.
33. OBTAIN MOUNTING HEIGHTS FROM ARCHITECT FOR ALL WALL MOUNTED ITEMS BEFORE ROUGH IN.
34. CONTRACTOR SHALL PROVIDE A 3" X 4" LEGEND PLATE WITH 1/2" BLACK LETTERS ON RED BACKGROUND AND AFFIX TO ALL BREAKER PANELS. EXAMPLE: LEGEND PLATE SHALL READ "FED FROM "NAME/WHERE UPSTREAM PANEL IS" TRANSFORMER #5".
35. COMMUNICATION SYSTEM PROVIDED BY OTHERS.
36. SHOP EQUIPMENT LOCATED, POWERED AND CONTROLLED BY OWNER.

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
	LIGHTING AND APPLIANCE PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.
A – XX	BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL, ABOVE CEILING OR IN SLAB, WHERE NECESSARY, ARROWS INDICATE CIRCUIT HOMERUNS, HASHMARKS, IF PRESENT, INDICATE NUMBER OF CONDUCTORS, NEUTRAL AND/OR SWITCH LEG CONDUCTORS. "A" DENOTES PANEL BOARDS SERVING CIRCUITS, XX CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #14 AWG. CONTRACTOR TO INSTALL CONDUITS IN SLABS. SEE DETAIL SHEETS FOR TYPICAL 3 AND 4 WAY SWITCHING AND REQUIRED CONDUCTORS.
	DISCONNECT (SAFETY) SWITCH = SIZE AND TYPE AS NOTED. TOP OF SWITCH 6'-0" A.F.F. MAX UNLESS NOTED OTHERWISE. COORDINATE WITH MECHANICAL AND PLUMBING CONTRACTORS.
$ = $3	20A, 120/277 VAC SINGLE POLE TOGGLE SWITCH = FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. "P" INDICATES (P) WAY SWITCH.
$D	DIMMER SWITCH = 120/277V, SLIDE STYLE, 1000W, FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE. AS BASIS FOR DESIGN USE LEVITON 6674T-7DW.
Sc	CEILING FAN SWITCH = 120V, 5AMP, MULTI FAN SPEED CONTROL, SWITCH WITH (5) SPEEDS.
A – XX	RANGE OUTLET = 250 VAC 3P., 4W. 50A, GROUNDING TYPE RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 6" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. NEMA 14-50.
GFCI XX A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. "GFI" INDICATES GROUND FAULT CIRCUIT INTERRUPTING TYPE. "WP" INDICATES WEATHER PROOF COVER. "IG" INDICATES ISOLATED GROUND TYPE RECEPTACLE.
A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE RECTANGULAR RECESSED FLOOR MOUNT. USE RUSSELL DS2FC4 WITH BRASS COVER. USE ON-GRADE BARRIER WHERE NECESSARY.
A – XX	TWO (2) 20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLES. FLUSH WALL MOUNTED IN 2-GANG BOX 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	JUNCTION BOX, MINIMUM SIZE 4" SQUARE X 2-1/8" DEEP WITH COVER PLATE. FLUSH WALL MOUNTED 18" A.F.F. OR ABOVE CEILING AS REQUIRED.
	SINGLE MODULAR TELEPHONE (RJ11) OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. RUN A 3/4" CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. PROVIDE A CAT5 CABLE FROM BOX BACK TO ROOM WITH TELEPHONE BACKBOARD. LABEL EACH CABLE ON BOTH ENDS.
	ONE DATA OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. RUN A 3/4" CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. RUN CAT 6 ETHERNET CABLE BACK TO COMMS BACKBOARD.
TV	PROVIDE AN ARLINGTON ECCD TV BOX #TVBS2R. DEVICE MOUNTED 60" A.F.F. UNLESS NOTED OTHERWISE. RUN A 1-1/2" EMT CONDUIT UP IN WALL AND STUB OUT 6" ABOVE CEILING. PROVIDE PLATES FOR DUPLEX RECEPTACLE, ETHERNET RJ45 JACK AND COAX. RUN RG-6/U COAX CABLE TO TV OUTLET FROM COMMS BACKBOARD.
A – XX	SPECIAL PURPOSE OUTLET, FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	DRYER OUTLET – 208Y 3P., 4W. 30A, GROUNDING TYPE RECEPTACLE. FLUSH WALL MOUNTED MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER.
A – XX	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED MOUNTED ABOVE COUNTERTOP. "A – XX" INDICATES PANEL NAME AND CIRCUIT NUMBER. "GFI" INDICATES GROUND FAULT CIRCUIT INTERRUPTING TYPE.
	20A, 125 VAC 2P., 3W. GROUNDING TYPE, DUPLEX RECEPTACLE AND VOICE & DATA DROP. PROVIDE (2) 3/4" CONDUITS PER BOX AND (2) 1" FOR THOSE SERVING PROJECTORS. RUN TO NEAREST WALL. USE A 6" FIRE-RATED IRONE THROUGH, RECESSED FLOOR WITH RECESSED COVER. SUB PLATES AND ACCESSORIES, COLOR BY OWNER. USE HUBBELL OR EQUAL.
	ELECTRIC MOTOR OR EXHAUST FAN – SEE RESPECTIVE EQUIPMENT SCHEDULE.
S	CEILING MOUNTED SMOKE DETECTOR CONNECTED IN SERIES
S/CM	CEILING MOUNTED DUAL SMOKE AND CARBON MONOXIDE DETECTOR CONNECTED IN SERIES.

LIGHTING FIXTURE SCHEDULE

SYMBOL	LABEL	DESCRIPTION	LAMP	MOUNTING
	F	LITHONIA LIGHTING 4 FOOT SURFACE MOUNT LINEAR LED WITH EMERGENCY BATTERY BACKUP, 4000K, 120-277V	40W LED	CEILING/PENDANT
	H	LITHONIA LIGHTING 4 FOOT SURFACE MOUNT LINEAR LED WITH EMERGENCY BATTERY BACKUP, 4000K, 120-277V	32W LED	CEILING
	WP	ACUITY WST LED 2 16A700/840K SR3 WHOLT MOUNTING PE COLOR	47W LED	WALL
	EC	LITHONIA APPLIED DELIGHT WHOLT LED SCKT WH	2.5W LED	WALL
	EXM	LITHONIA EMERGENCY LED R WH	LED	WALL/CEILING
	EM	LITHONIA EMERGENCY LED WH SD	LED	WALL/CEILING
	EX	LITHONIA EXIT LED 1L WH	LED	WALL/CEILING

NOTES:
1. MANUFACTURERS TO BE CONSIDERED AS EQUAL MUST SUBMIT TO ARCHITECT/ENGINEER 10 DAYS PRIOR TO BID FOR APPROVAL.
2. ALL LIGHTS MUST BE APPROVED BY OWNER, ARCHITECT AND ENGINEER BEFORE PROCUREMENT AND INSTALLATION.
3. FIXTURES WITH AN "E" DESIGNATION "LIKE "WE" SHALL HAVE AN INTEGRAL NICD BUNKER BATTERY PACK OR AS NOTED IN PART NUMBER.
4. ELECTRICAL CONTRACTOR TO PROVIDE MOUNTING HARDWARE AND CONNECTORS AS NECESSARY.

TYPICAL OCCUPANCY SENSOR LIGHTING SWITCH SCHEDULE

SYMBOL	DESCRIPTION
	OCCUPANCY SENSOR – PIR & MS (Multi-technology) WALL SWITCH, 120/277 VAC, 60 HZ, 1-POLE, 180 DEGREE, LED ADJUSTABLE TIME ADJUSTMENT 30 SEC – 30 MIN, USE Acuity WSX-PDB-U-Color U = Universal
	OCCUPANCY SENSOR – PIR & MS (Multi-technology) WALL SWITCH, 120/277 VAC, 60 HZ, 2-POLE, 180 DEGREE, SELF ADJUSTING TIME ADJUSTMENT 30 SEC – 30 MIN, USE Acuity WSX-PDB-U-3W-MA-COLOR
	OCCUPANCY SENSOR – DIGITAL PROGRAMMABLE WALL SWITCH, 120/277 VAC, 60 HZ, 1-POLE, TIME ADJUSTMENT 30 SEC – 30 MIN, USE Acuity PTS 60 Color
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, AREA (500 SQ.FT)120/277v, 800/1200v, 2 POLE, STANDARD LENS. USE Acuity OMNI PDT 8
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, AREA (2000 SQFT) 120/277v, 800/1200v, 2 POLE, EXTENDED LENS. USE Acuity OMNI PDT 16
	OCCUPANCY SENSOR CEILING/WALL MOUNT DUAL TECHNOLOGY, 40FT WIDE VIEW, 120VAC, 2 POLE, STANDARD LENS. USE Acuity WVR PDT 15 3P COLOR

NOTES:
1. REFER TO MANUFACTURERS GUIDELINES FOR PROPER MOUNTING, APPROPRIATE ACCESSORIES, POWER PACKS, AND QUANTITIES FOR COMPLETE CONTROL OF EVERY ROOM.
2. NOT ALL SYMBOLS IN TWO LEGENDS ARE USED ON ALL PLANS.
3. "–COLOR" = COLOR TO BE CHOSEN BY ARCHITECT.

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/28/25
DRAWN: MDM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE
0 - 11-28-25 FOR PERMIT

SHEET:
E101
ELECTRICAL GENERAL NOTES AND LEGENDS

LIGHTING NOTES

1. ELECTRICAL CONTRACTOR TO FURNISH ALL LIGHT FIXTURES, FANS, CONDUIT, WIRING, SWITCHES, RECEPTACLES, CONTROLS, BREAKERS, ETC. FOR A COMPLETE LIGHTING SYSTEM. ELECTRICAL CONTRACTOR TO COORDINATE THE QUANTITY, TYPE AND PLACEMENT WITH THE OWNER AND ARCHITECT.
2. DRAWINGS ARE INTENDED TO ILLUSTRATE THE ELECTRICAL CONTINUITY BETWEEN ELECTRICAL HARDWARE (FIXTURES, SWITCHES, ETC.). THEY ARE NOT INTENDED TO DEMONSTRATE TO THE ELECTRICAL CONTRACTOR HOW TO RUN CONDUIT, QTY OF CONDUITS AND CONDUCTORS. ELECTRICAL CONTRACTOR TO MINIMIZE THE AMOUNT OF CONDUIT RUNS IN THE SLAB. COORDINATE WITH OTHER TRADES TO USE CHASES, FURR DOWNS, WALLS AND ABOVE CEILING WHERE POSSIBLE.
3. ALL OUTLET DEVICES, i.e. RECEPTACLES, PHONE & VIDEO JACKS, SWITCHES, ETC. SHALL HAVE FACEPLATES IN A COLOR CHOSEN BY THE ARCHITECT AND OWNER.
4. ALL EMERGENCY LIGHTS AND EXIT SIGNS SHALL NOT BE SWITCHED.

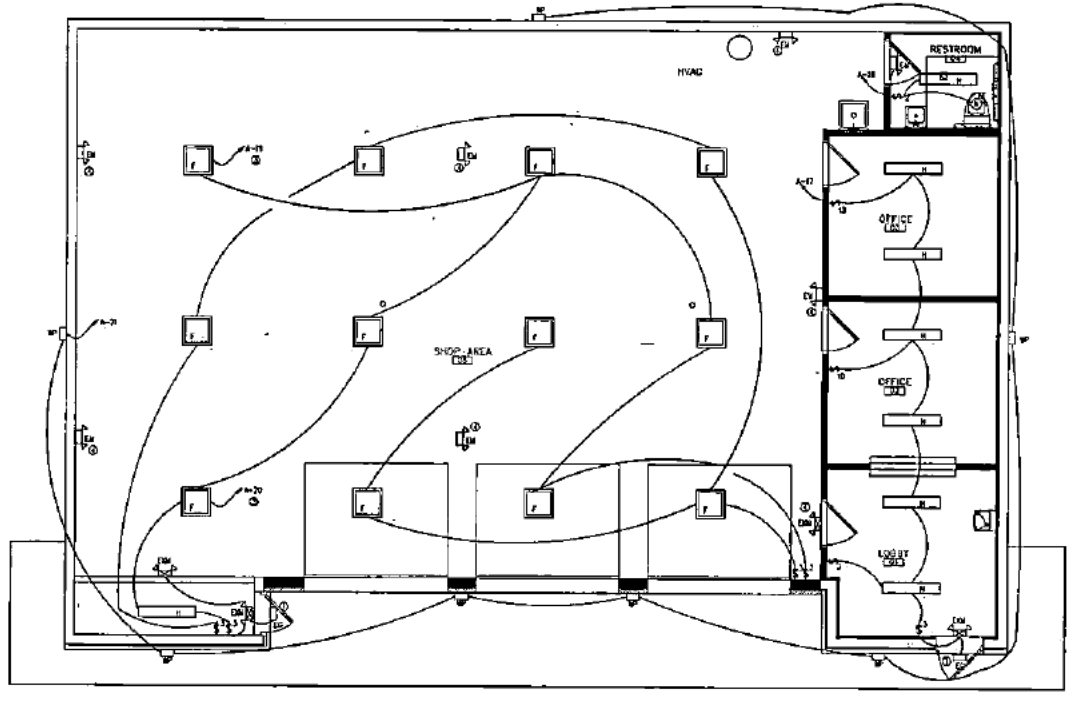
ELECTRICAL KEY NOTES:

① FIXTURE "EQ" TO BE MOUNTED ABOVE DOOR FOR EGRESS PURPOSES. (TYP)

② WALL PACK FIXTURE "WP" HAS A MOUNTING HEIGHT OF 9 FOOT.

③ COORDINATE MOUNTING HEIGHT OF LIGHT FIXTURES (F) CURRENTLY SET AT 9 FOOT WITH OWNERS REPRESENTATIVE BEFORE HANGING.

④ CONNECT EMERGENCY LIGHTS TO CLOSEST LIGHTING CIRCUIT SERVING LIGHTS IN THE SAME AREA.



ELECTRICAL LIGHTING PLAN
SCALE: 1/4" = 1'-0"

Coast Architects, Inc.

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD.
MOBILE, AL

DATE: 11/25/25
DRAWN: MDM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE:
0 - 11-26-25 FOR PERMIT

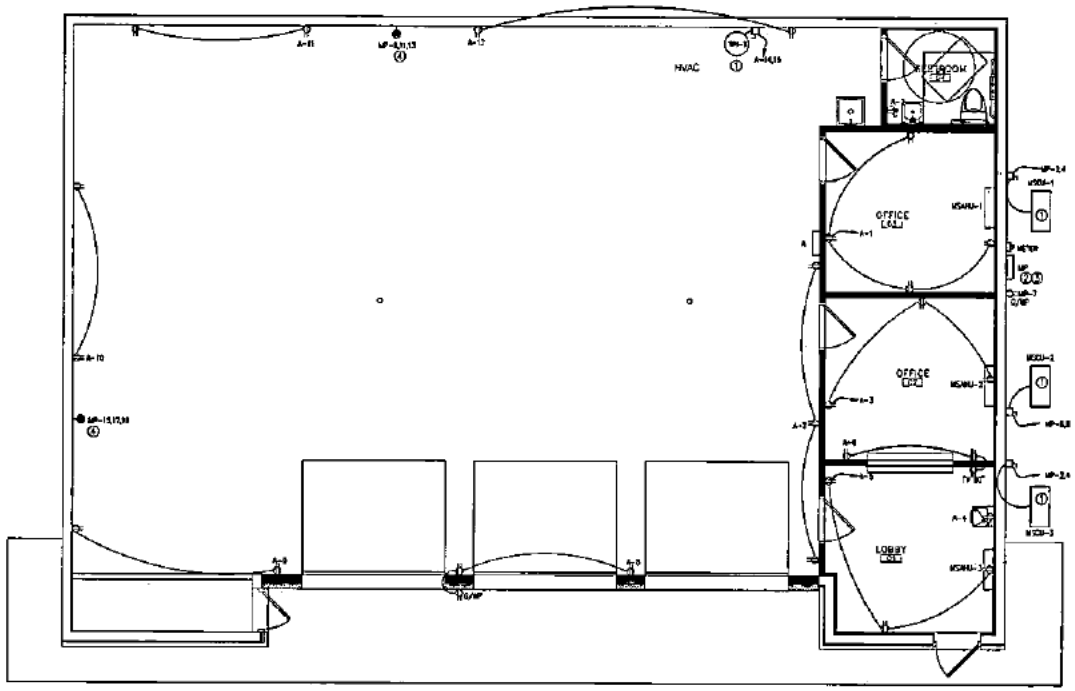
SHEET:
E201
LIGHTING PLAN

POWER NOTES

1. DRAWINGS ARE INTENDED TO ILLUSTRATE THE ELECTRICAL CONTINUITY BETWEEN ELECTRICAL HARDWARE (FIXTURES, SWITCHES, ETC.). THEY ARE NOT INTENDED TO DEMONSTRATE TO THE ELECTRICAL CONTRACTOR HOW TO RUN CONDUIT, QTY OF CONDUITS AND CONDUCTORS. ELECTRICAL CONTRACTOR TO MINIMIZE THE AMOUNT OF CONDUIT RUNS IN THE SLAB. COORDINATE WITH OTHER TRADES TO USE CHASES, FURR DOWNS, WALLS AND ABOVE CEILING WHERE POSSIBLE.
2. ALL OUTLET DEVICES, i.e. RECEPTACLES, PHONE & VIDEO JACKS, SWITCHES, ETC. SHALL HAVE FACEPLATES IN A COLOR CHOSEN BY THE ARCHITECT AND OWNER.
3. IF REQUIRED BY AHJ THE ELECTRICAL CONTRACTOR SHALL HIRE A FIRE ALARM CONTRACTOR WHO SHALL PROVIDE FIRE ALARM DEVICES, I.E. SMOKE DETECTORS, ALARM INDICATORS, ALL NECESSARY COMPONENTS, ETC. IN THE QUANTITIES AND TYPE AS PRESCRIBED BY THE FIRE ALARM CONTRACTOR'S ENGINEER WHO DESIGNS THE SYSTEM AND APPLIES FOR A PERMIT TO INSTALL. INSTALLATION SHALL BE TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
4. ALL RECEPTACLES IN SHOP ARE SHALL BE 20AMP GROUND FAULT WITH INDICATING LIGHTS MOUNTED AT 42" HIGH.

POWER KEYNOTES

1. BEFORE ROUGH IN, ELECTRICAL CONTRACTOR TO COORDINATE WITH MECHANICAL/PLUMBING CONTRACTOR TO LOCATE ALL PLUMBING AND HVAC EQUIPMENT AND APPLIANCES THAT REQUIRE ELECTRICAL POWER. THIS INCLUDES ROP'S, EXHAUST FANS, LOUVERS AND ELECTRIC WATER HEATERS. REFER TO MECHANICAL AND PLUMBING SHEETS FOR DETAILS.
2. INSTALL A 3/4 X 10FT COPPER GROUND ROD AT SERVICE LOCATION OF BUILDING AND CONNECT TO #1/0 GROUND CONDUCTOR GOING TO PANEL "MP".
3. ELECTRICAL CONTRACTOR TO DEMOLISH THE EXISTING PANEL AND METER ON THE NORTH SIDE OF BUILDING. REPLACE WITH NEW RISER AS SHOWN ON RISER SHEET.
4. ELECTRICAL CONTRACTOR TO COORDINATE WITH THE OWNERS REPRESENTATIVE REGARDING THE LOCATION AND EXACT TYPE OF WELDING RECEPTACLES TO BE USED. PROVIDE A PROPER DISCONNECTING MEANS AT EACH LOCATION.



N

A / E202

ELECTRICAL POWER PLAN

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

Coast Architects, Inc.

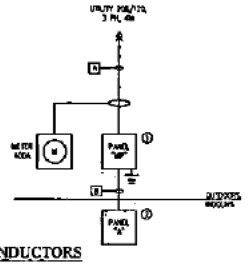
GARAGE RENOVATION
FOR
ROADLINE MOTORS
MOBILE, AL
5101 MOFFET RD.

DATE: 11/28/25
DRAWN: MCM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE:
0 - 11-28-25 FOR PERMIT

SHEET:
E202
POWER PLAN

MOBILE ELECTRICAL ENGINEERING GROUP, INC.
Industrial | Commercial
251-401-1611 or 615-636-8677
jd@meegine.com



RISER KEYNOTES

① PANELBOARD "MP", NEMA 3R, 120/208 VAC, 400A, 3PH, 4W, 125KAIC, 400 AMP MAIN BREAKER, TIN PLATED COPPER or ALUMINUM BUS, GROUND AND NEUTRAL BUSSES, BOLT ON BREAKERS, SURFACE MOUNT, 3D CREDIT, SURFACE ENTRANCE RATED.

② PANELBOARD "A", 200AMP, 42POS, NEMA 1, 120/208 VAC, 3PH, 4W, MAIN LUGS ONLY, TIN PLATED COPPER or ALUMINUM BUS, GROUND AND NEUTRAL BUSSES.

RISER NOTES

1. CONTRACTOR SHALL COORDINATE WITH UTILITY AND SUPPLY AN UNDERGROUND SERVICE TO THIS BUILDING. PROVIDE ALL NECESSARY MATERIAL, LABOR, PERMITS AND ANY FEES FOR ELECTRICAL SERVICE TO BUILDING.
2. CONTRACTOR SHALL UPDATE THE GROUNDING SYSTEM TO MEET N.E.C. ARTICLE 250 AND ANY ADDITIONAL REQUIREMENTS BY THE AHJ. PROVIDE A 8 FOOT 5/8" COPPER GROUND ROD.

CONDUCTORS

COPPER CONDUCTORS LISTED:

[A] (3) [illegible]

[B] (4) #4/0 AWG G, 1" C

A E203 ELECTRICAL RISER
SCALE: N.T.S.

PANEL: MP — VOLTS 208 120 — AMPS 400 — 42 KAIC

LOCATION: Outdoors — MOUNTING: SURFACE — FED FROM: Utility
NEUTRAL: 100% — LUGS: Main Breaker — TYPE: NEMA 3R
NOTES: TIN COATED COPPER or ALUMINUM BUS, NEUTRAL and GROUND BUSBAR, Service Entrance Rated.

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C	CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C
1	2SP/2	Panel A	6.98	—	—	2	2S/2	MSCU-1	2.00	—	—
3		Panel A	—	6.15	—	4		MSCU-1	—	2.00	—
5		Panel A	—	—	4.50	6	2S/2	MSCU-2	—	—	2.00
7	2S	Receptacle at Panel - GFCI/WP	0.54	—	—	8		MSCU-2	2.00	—	—
9	3S/3	Welding Receptacle	—	4.80	—	10	2S/2	MSCU-3	—	2.00	—
11		Welding Receptacle	—	—	4.80	12		MSCU-3	—	—	2.00
13		Welding Receptacle	4.80	—	—	14			0.00	—	—
15	3SP/2	Welding Receptacle	—	4.80	—	16			—	0.00	—
17		Welding Receptacle	—	—	4.80	18			—	—	0.00
19		Welding Receptacle	4.80	—	—	20			0.00	—	—
21			—	0.00	—	22			—	0.00	—
23			—	—	0.00	24			—	—	0.00
25	3SP/2	SPD	0.20	—	—	26			0.00	—	—
27		SPD	—	0.20	—	28		Spare	—	0.00	—
29		SPD	—	—	0.20	30		Spare	—	—	0.00
Total Connected KVA BY PHASE			21.32	19.93	18.10			Total KVA	59.55		
Total Phase AMPS			177.69	166.08	150.86			Total Amps	165.49		

PANEL: A — VOLTS 208 120 — AMPS 200 — 22 KAIC

LOCATION: INDOORS — MOUNTING: SURFACE — FED FROM: MP
NEUTRAL: 100% — LUGS: MLO — TYPE: NEMA 1
NOTES: TIN COATED COPPER or ALUMINUM BUS, NEUTRAL AND GROUND BUSBAR

CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C	CKT #	CKT BKR	CIRCUIT DESCRIPTION	LOAD KVA A	LOAD KVA B	LOAD KVA C
1	2S	Receptacle Office #1	0.72	—	—	2	2S	Restroom Receptacle	0.54	—	—
3	2S	Receptacle Office #2	—	0.72	—	4	2S	Water Cooler	—	0.90	—
5	2S	Receptacle Lobby	—	—	0.72	6	2S	Receptacle Office #2 Reception Wall	—	—	1.20
7	2S	Receptacle Shop North wall	0.90	—	—	8	2S	Receptacle Shop East Wall	0.72	—	—
9	2S	Receptacle Shop East/South Wall	—	0.72	—	10	2S	Receptacle Shop South Wall	—	0.90	—
11	2S	Receptacle Shop West Wall	—	—	0.72	12	2S	Receptacle Shop West Wall	—	—	0.72
13	2S	Spare	0.00	—	—	14	3SP/2	WH-1	2.25	—	—
15	2S	Spare	—	0.00	—	16		WH-1	—	2.25	—
17	2S	Lights Offices and Lobby	—	—	0.68	18	2S	Restroom Lights/fan	—	—	0.54
19	2S	Lights Shop	0.91	—	—	20	2S	Lights Shop	0.90	—	—
21	2S	Lights Exterior Wall Packs	—	0.64	—	22			—	0.00	—
23			—	—	0.00	24			—	—	0.00
25			0.00	—	—	26			0.00	—	—
27			—	0.00	—	28			—	0.00	—
29			—	—	0.00	30			—	—	0.00
31			0.00	—	—	32			0.00	—	—
33			—	0.00	—	34			—	0.00	—
35			—	—	0.00	36			—	—	0.00
37			0.00	—	—	38			0.00	—	—
39			—	0.00	—	40			—	0.00	—
41			—	—	0.00	42			—	—	0.00
Total Connected KVA BY PHASE			9.55	5.12	4.55			Total KVA	37.61		
Total Connected AMPS			58.17	51.03	37.96			Total Amps	46.94		

1 E203 PANEL SCHEDULES
SCALE: N.T.S.

Coast Architects, Inc.

GARAGE RENOVATION
FOR
ROADLINE MOTORS
5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: JION
CHECKED: JMG
TITLE:

REVISION:
NO. DATE:
0 - 11-26-25 FOR PERMIT

SHEET:
E203
ELECTRICAL RISER AND PANELS

MOBILE ELECTRICAL
ENGINEERING GROUP, INC.
Industrial | Commercial
251-401-3611 or 615-636-8677
jd@meegmc.com
www.meegmc.com

Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE: 11/26/25
DRAWN: MCM
CHECKED: JMC
TITLE:

REVISION:
NO. DATE
0 - 11-26-25 FOR PERMIT

SHEET
E204
ELECTRICAL COMCHECKS

COMcheck Software Version 4.1.5.5
Interior Lighting Compliance Certificate

Project Information

Energy Code: 2015 IECC
Project Title: Garage Renovations
Project Type: Alteration

Construction Site: 5101 Moffett Road Mobile, AL
Owner/Agent:
Designer/Contractor:

Allowed Interior Lighting Power

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B X C)
1-Auto Repair Shop (Automotive:Vehicular Maintenance Area)	2700	0.67	1809
		Total Allowed Watts =	1809

Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Auto Repair Shop (Automotive:Vehicular Maintenance Area 2700 sq.ft.)				
LED 1: F: Bay Lights: LED Panel 44W:	1	16	45	720
LED 2: H: 1x4 Strip: LED Linear 33W:	1	8	32	256
			Total Proposed Watts =	976

Interior Lighting PASSES

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Jerry McCullough EE — Name - Title
Jerry McCullough — Signature
11-26-25 — Date

COMcheck Software Version 4.1.5.5
Exterior Lighting Compliance Certificate

Project Information

Energy Code: 2015 IECC
Project Title: Garage Renovations
Project Type: Alteration
Exterior Lighting Zone: 4 (High activity metropolitan commercial district (LZ4))

Construction Site: 5101 Moffett Road Mobile, AL
Owner/Agent:
Designer/Contractor:

Allowed Exterior Lighting Power

A Area/Surface Category	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B X C)
Illuminated area of facade wall or surface	2100 ft2	0.2	No	420
			Total Tradable Watts (a) =	0
			Total Allowed Watts =	420
			Total Allowed Supplemental Watts (b) =	1300

(a) Wattage tradeoffs are only allowed between tradable areas/surfaces.
(b) A supplemental allowance equal to 1300 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Proposed Exterior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Illuminated area of facade wall or surface (2100 ft2): Non-tradable Wattage				
LED 1: WP: Wall Pack: LED Panel 54W:	1	7	47	329
			Total Tradable Proposed Watts =	0

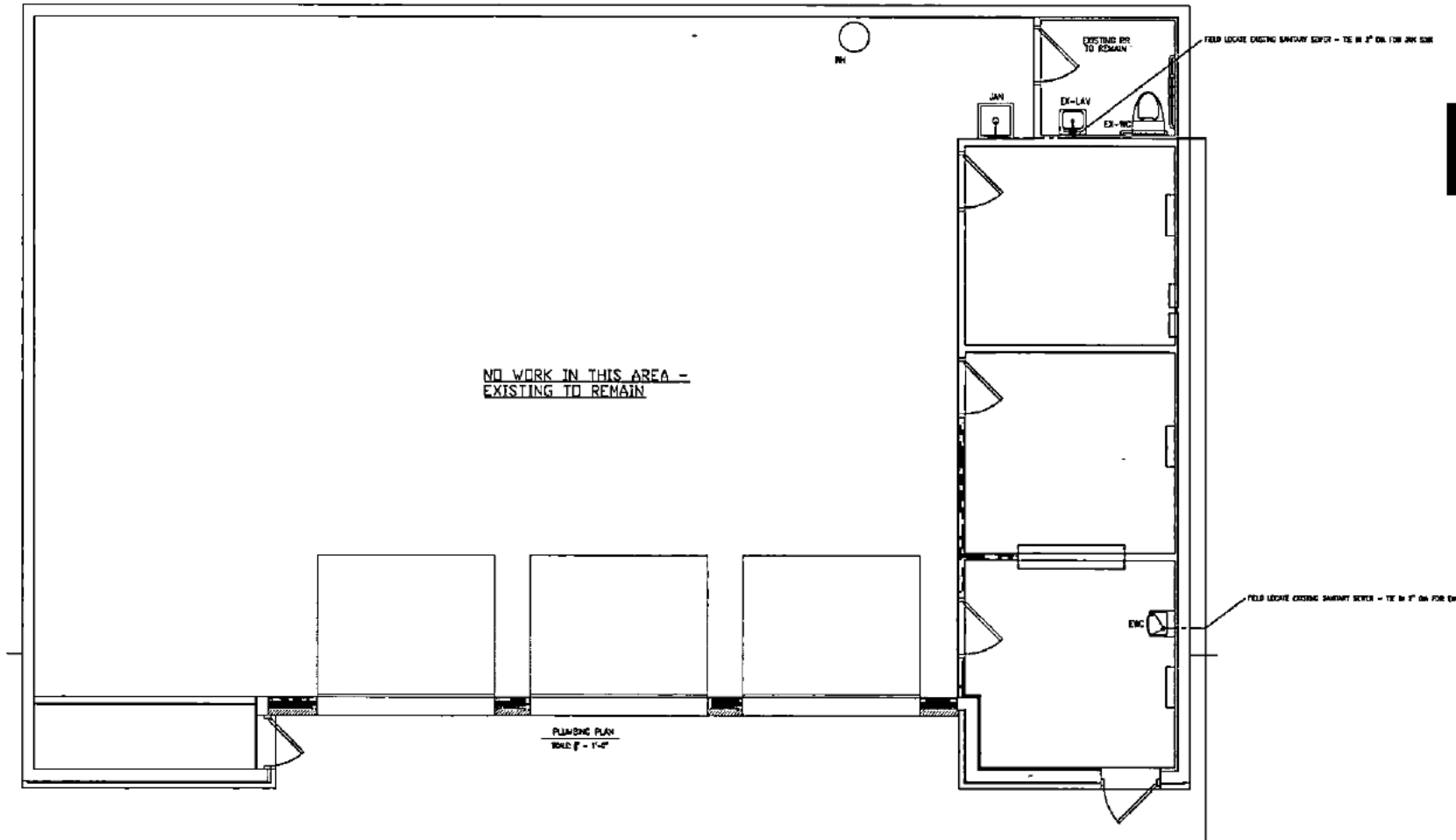
Exterior Lighting PASSES

Exterior Lighting Compliance Statement

Compliance Statement: The proposed exterior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Jerry McCullough EE — Name - Title
Jerry McCullough — Signature
11-26-25 — Date

ELECTRICAL COMCHECKS
SCALE: N.T.S.



PLUMBING LEGEND	
SYMBOL	DESCRIPTION
	EX UNDER SLAB SANITARY PIPING
	UNDER SLAB SANITARY PIPING
	VENT PIPING
WCO	WALL CLEAN OUT
FCO	FLOOR CLEAN OUT
JCO	3" PAN FLOOR CLEAN OUT
VTR	VENT THRU ROOF

WORK PLAN:
1. LOCATE EXISTING SANITARY SEWER
2. TIE IN NEW 2" FOR EWC AND JAN SINK
3. PROVIDE CW AND HW TO JAN SINK VIA EXISTING SUPPLY TO LAV
4. PROVIDE CW TO EWC - FIELD LOCATE CLOSEST CW
5. PROVIDE CUT OFF VALVES FOR EACH NEW FIXTURE

TO EXISTING SANITARY SEWER

Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

DATE:11-6-25
DRAWN:WT
CHECKED:WT
TITLE: PLUMBING PLAN

REVISION:
NO. DATE:

SHEET:
P1

PLUMBING NOTES:

1. THE PLUMBING DRAWINGS ARE DIAGRAMMATIC AND SHOW THE RELATIONSHIP BETWEEN FIXTURES AND CONNECTIONS. DO NOT SCALE THE DRAWINGS FOR EXACT LOCATIONS. VERIFY LOCATIONS WITH ARCHITECTURAL DRAWINGS.

2. THE PLUMBING CONTRACTOR SHALL BE PROPERLY LICENSED AND SHALL SECURE ALL PERMITS AND PAY ALL FEES AS REQUIRED FOR THE COMPLETE PLUMBING INSTALLATION, INCLUDING SANITARY SEWER AND POTABLE WATER TIE-INS TO THE SERVING UTILITIES. ALL WORK WILL BE INSTALLED IN STRICT ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE (IPC) AND AS AMENDED BY CITY AND COUNTY AUTHORITIES.

3. SCOPE OF WORK: THE WORK CONSISTS OF MATERIALS AND LABOR FOR A COMPLETE, OPERABLE PLUMBING SYSTEM INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

A. SANITARY SEWER SYSTEM, OUTSIDE UTILITIES, SOIL AND WASTE DRAIN AND VENT PIPING AND FIXTURE CONNECTIONS.
B. DOMESTIC COLD AND HOT WATER SYSTEM TO ALL SINKS & LAVATORIES. VERIFY WITH OWNER. PIPING SHALL BE DISINFECTED I.A.W. THE PLUMBING CODE.
C. ALL PLUMBING FIXTURES AND EQUIPMENT INCLUDING FLOOR DRAINS, HOSE BIBBS, WATER HEATERS, ETC. AS REQUIRED. VERIFY LOCATIONS WITH OWNER.
D. PROVIDE TRAP PRIMERS FOR ALL FLOOR DRAINS, FLOOR SINKS AND HUB DRAINS.
E. WATER AND DRAIN PIPING SHALL BE PRESSURE TESTED I.A.W.

4. CONTRACTOR SHALL COORDINATE PLUMBING WORK WITH THE WORK OF OTHER TRADES AND SHALL NOTIFY OTHERS OF ANY CHASES OR ACCESS REQUIREMENTS FOR HIS PORTION OF THE WORK.

5. ALL VENT PIPING TO PENETRATE ROOF A MINIMUM OF 6 INCHES. FLASH AND SEAL WEATHER TIGHT TO ROOF. VENT PIPING ABOVE ROOF SHALL BE PAINTED TO MATCH ROOF.

6. ALL WASTE PIPING 2-1/2" AND SMALLER TO SLOPE A MINIMUM OF 1/4" PER FOOT, 3 INCHES AND LARGER TO SLOPE A MINIMUM OF 1/8" PER FOOT.

7. ROUTE PIPING IN AN ORDERLY MANNER AND MAINTAIN GRADIENT.

8. INSTALL PIPING TO CONSERVE BUILDING SPACE AND NOT INTERFERE WITH USE OF SPACE. GROUP PIPING WHENEVER PRACTICAL AT COMMON ELEVATIONS.

9 INSTALL PIPING TO ALLOW FOR EXPANSION AND CONTRACTIONS WITHOUT STRESSING PIPE, JOINTS OR CONNECTED EQUIPMENT.

10. PROVIDE CLEARANCE FOR INSTALLATION OF INSULATION AND ACCESS TO VALVES AND FITTINGS. PROVIDE ACCESS WHERE VALVES AND FITTINGS ARE NOT EXPOSED.

11. INSTALL VALVES WITH STEMS UPRIGHT OR HORIZONTAL, NOT INVERTED. INSTALL GATE VALVES FOR SHUT-OFF AND TO ISOLATE EQUIPMENT, PART OF SYSTEMS, OR VERTICAL RISERS. INSTALL GLOBE VALVES FOR THROTTLING, BYPASS OR MANUAL FLOW CONTROL SERVICES.

12. ALL FIXTURES AND EQUIPMENT SHALL BE STANDARD, FIRST QUALITY COMPLETE WITH ALL TRIM, TRAPS, ETC., AS REQUIRED OR AS SPECIFIED BY OWNER. TOILETS, URINALS, AND LAVATORIES SHALL BE INSTALLED I.A.W. THE ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

13. SANITARY WASTE AND VENT PIPING SHALL BE SCH. 40 PVC PIPE & FITTINGS ASTM D2665 WITH SOLVENT WELD JOINTS WITH ASTM D2564 SOLVENT CEMENT. UNDERGROUND PIPE SHALL BE EMBEDDED IN 6 INCHES OF SAND ALL AROUND PIPE. SANITARY WASTE AND VENT PIPING ABOVE SLAB SHALL BE SCH. 40 PVC PIPE AND FITTINGS ASTM D2665 WITH JOINTS SOLVENT WELDED WITH ASTM D2564 SOLVENT CEMENT EXCEPT IN RETURN AIR PLENUMS WHERE CAST IRON PIPE & FITTINGS ONLY WILL BE USED. CAST IRON PIPE WILL BE SERVICE WEIGHT NO-HUB CAST IRON PIPE WITH CAST IRON FITTINGS CONFORMING TO CISPI 310 AND ASTM C-564.

14. HOT AND COLD WATER PIPING TO BE CROSS LINKED POLYETHYLENE (PEX) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ALL COPPER CONFIRM WITH OWNER.

15. ADJUST STOPS OR VALVES FOR INTENDED WATER FLOW RATE TO FIXTURES WITHOUT SPLASHING NOISE OR OVERFLOW.

16. EXTEND CLEANOUTS TO FINISHED FLOOR OR WALL SURFACE. LUBRICATE THREADED CLEANOUT PLUGS WITH MIXTURE OF GRAPHITE AND LINSEED OIL. ENSURE CLEARANCE OF CLEANOUT FOR RODDING OF DRAINAGE SYSTEM. ENCASE EXTERIOR CLEANOUTS IN CONCRETE FLUSH WITH GRADE.

17. INSTALL WATER HAMMER ARRESTORS COMPLETE WITH ACCESSIBLE ISOLATION VALVE ON HOT AND COLD WATER SUPPLY PIPING IN ACCORDANCE WITH PDI-WH 201, 1992.

18. CONTRACTOR TO ROUGH-IN FIXTURE PIPING CONNECTIONS IN ACCORDANCE WITH MINIMUM SIZES INDICATED IN FIXTURE SCHEDULE FOR PARTICULAR FIXTURE.

19. INSTALL EACH FIXTURE WITH TRAP THAT IS EASILY REMOVABLE FOR SERVICING AND CLEANING. PROVIDE CHROME PLATED RIGID OR FLEXIBLE SUPPLIES TO FIXTURES WITH LOOSE KEY STOPS, REDUCERS AND ESCUTCHEONS.

20. LOCATE EXISTING WATER SUPPLY LINE FOR SERVICE TO NEW FIXTURES.

21. PLUMBING CONTRACTOR TO PROVIDE 1/4" VALVED WATER LINE TO REFRIGERATOR AND ICE MAKER (IF INSTALLED).

22. PLUMBING CONTRACTOR TO LOCATE EXISTING SANITARY SEWER LINE PRIOR TO CONSTRUCTION START.

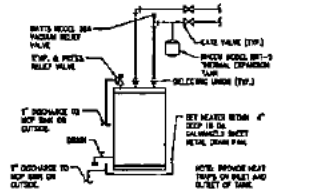
PLUMBING LEGEND

SYMBOL	DESCRIPTION
	CO UNDER SLAB SANITARY PIPING
	UNDER SLAB SANITARY PIPING
	VENT PIPING
WCO	WALL CLEAN OUT
CO	FLOOR CLEAN OUT
DCO	2 WAY FLOOR CLEAN OUT
VTR	VENT THRU ROOF

PLUMBING FIXTURE SCHEDULE

SYM	DESCRIPTION	CW	HW	D	MANUFACTURER/MODEL #	REMARKS
	JANITOR'S SINK	1/2"	1/2"	3"	ELKAY/SLSR2222	NOTE 1
	ELECTRIC WATER COOLER	1/2"		1-1/4"	HALSEY/PDAC	NOTE 2

1 = SINGLE COMPARTMENT UTILITY SINK, HEAVY DUTY MOLDED LEGS, SERVICE SINK FAUCET W/ MEDICAL BRKPS & VACUUM BREAKER
2 = WALL HUNG, BARRIER FREE, MOUNT SPOUT AT 36" A.F.F., 7.5 GPH CHILLED WATER, ADA COMPLIANT.



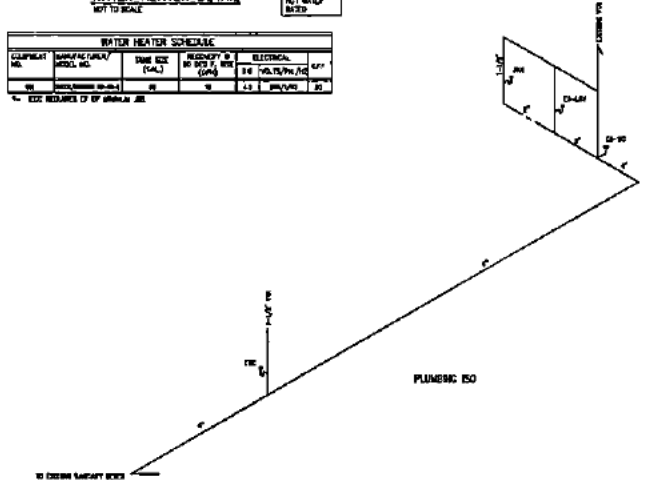
WATER HEATER DETAIL
NOT TO SCALE

SAFETY PAN DRAIN MUST BE HOT WATER RATED

WATER HEATER SCHEDULE

EQUIPMENT NO.	MANUFACTURER/ MODEL NO.	TANK SIZE (GAL.)	RECOVERY @ 80 90°F RISE (GPH)	ELECTRICAL	GPM
WH		20	70	3.0	240/1/60

* EQUIPMENT TO BE MINIMUM SIZE



Coast Architects, Inc.

GARAGE RENOVATION FOR ROADLINE MOTORS

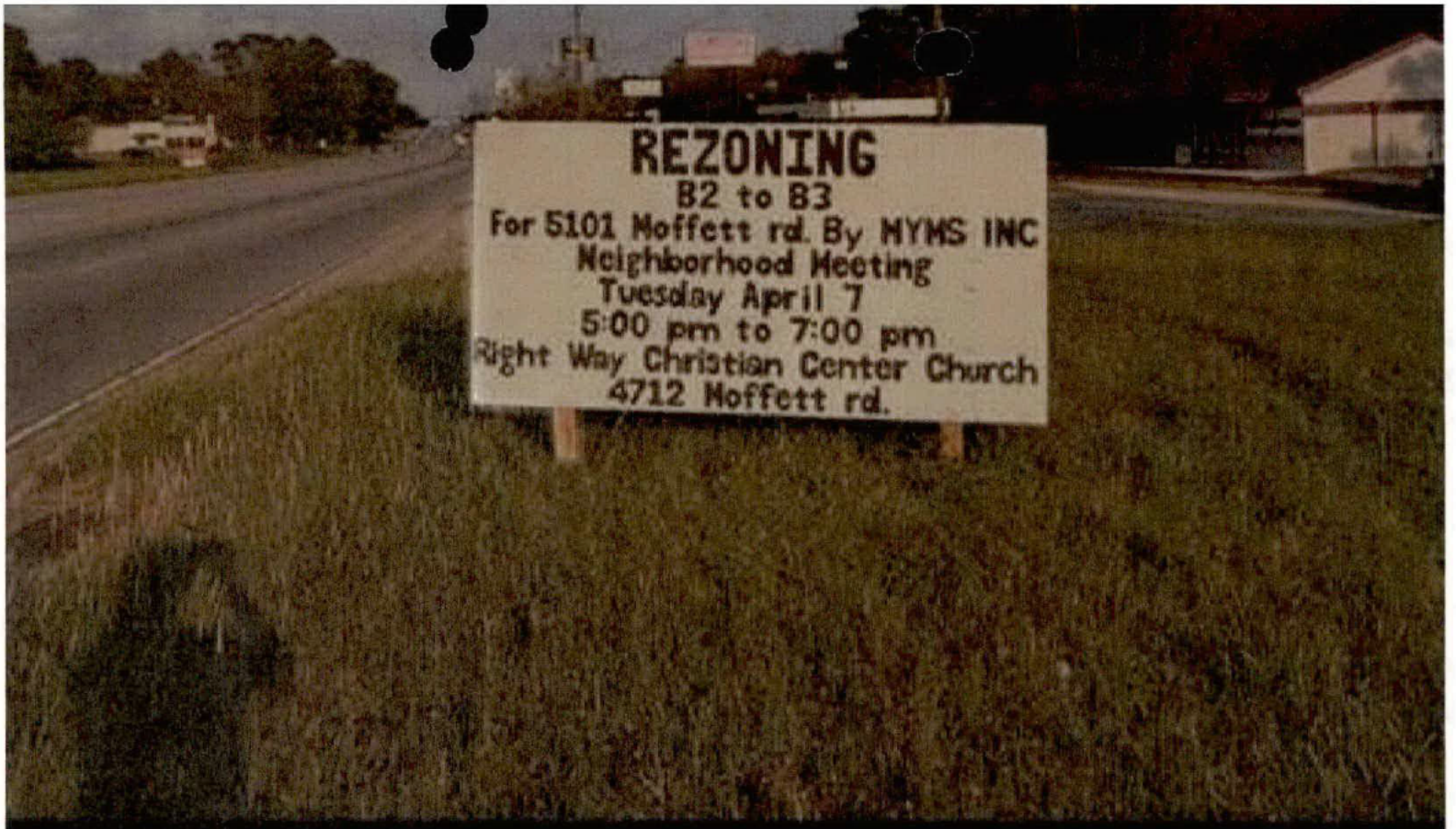
5101 MOFFET RD. MOBILE, A

ALABAMA LICENSED ARCHITECT

DATE:11-6-25
DRAWN:WT
CHECKED:WT
TITLE: PLUMBING DETAILS

REVISIONS
NO. DATE

SHEET:
P2



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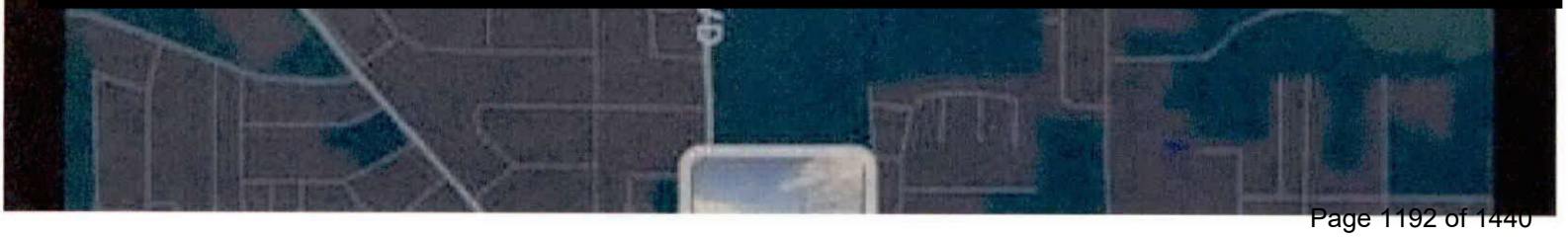
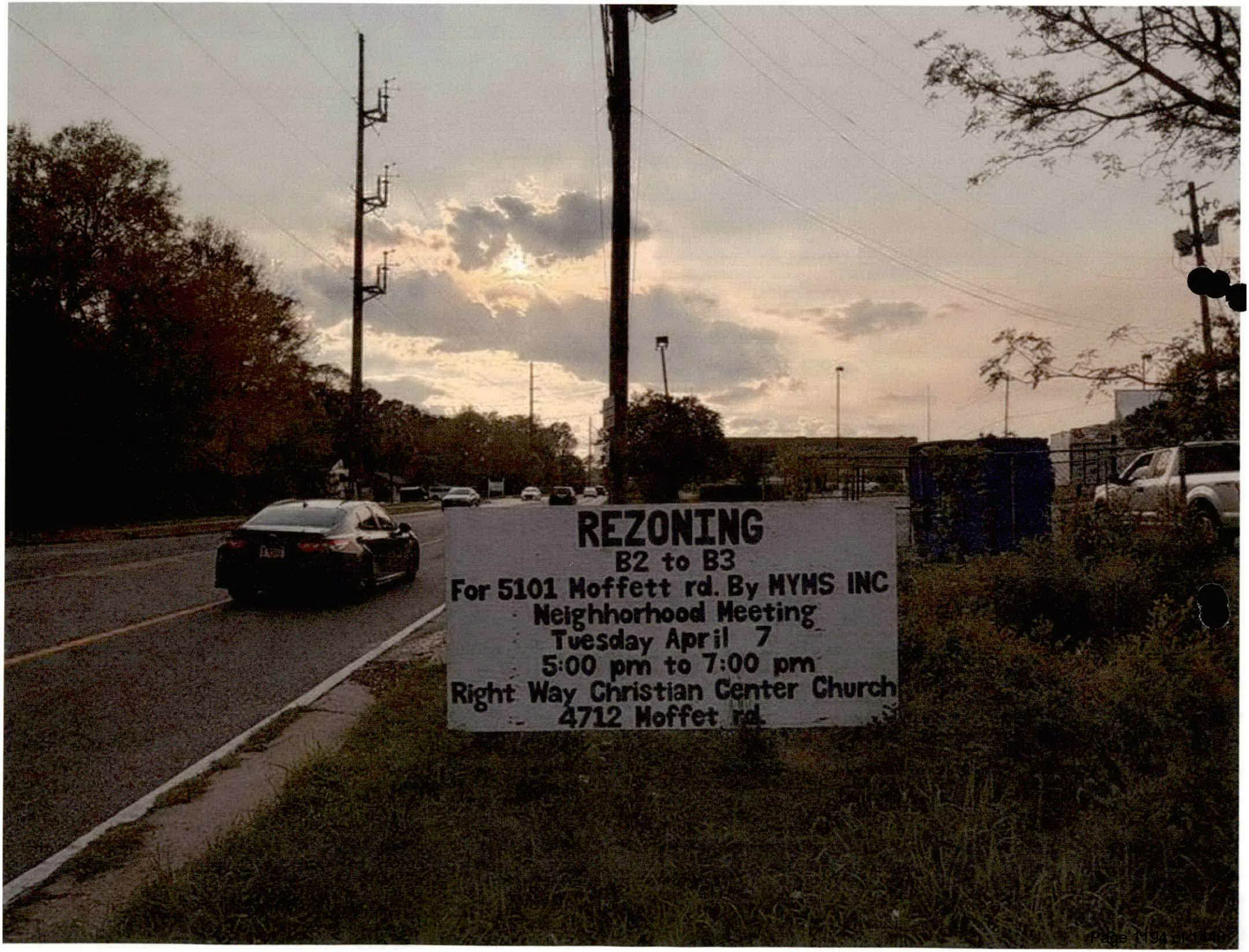



REZONING
B2 to B3
For 5101 Moffett rd. By MYMS INC
Neighborhood Meeting
Tuesday April 7
5:00 pm to 7:00 pm
Right Way Christian Center Church
4712 Moffett rd.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Coast Architects, Inc.

[redacted]

GARAGE RENOVATION FOR ROADLINE MOTORS

5101 MOFFET RD. MOBILE, AL

STATE OF ALABAMA
PHILLIP N. OWENS
MOBILE, ALABAMA
REGISTERED ARCHITECT
10/23/25

DATE: 10/23/25
DRAWN: JF
CHECKED: PNO
TITLE: Architectural Site Plan

REVISION:

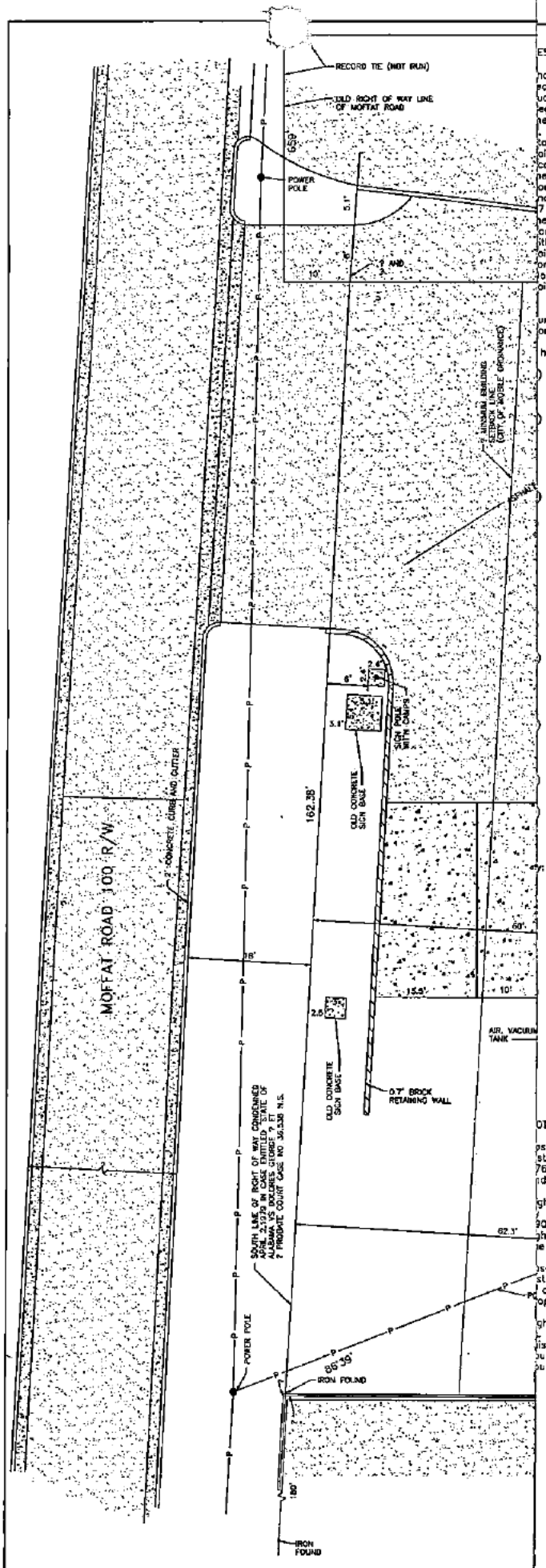
NO. DATE:

SHEET:

AS1

EATURES AND CONDITIONS ARE EXISTING

ES ARE EXISTING.



ESCRIPTION:

hat Portion of Lot C, Mandrell's Subdivision, according to plat ecorded in Map Book 3, Page 253 of the records in the office of the udge of Probate Court of Mobile County, Alabama, described as follows: eginning at a point where the East boundary of said Lot C intersects he present South right of way line of Moffat Road as condemned April . 1979 in case entitled "State of Alabama vs. Delores George LaVigne, tal", probate Court Case No. 36,338 N.S., said point also being the oint of intersection of the West boundary of Kinney Shoes, Unit One, ccording to plat recorded in Map Book 24, Page 45 of said records in he office of the Judge of the Probate Court of Mobile County, Alabama, run outhwardly along said East boundary of Lot C, Mandrells Subdivision, nd along the West boundary of Kinney Shoes, Unit One, a distance of 71.67 feet to a point on the North right of way line of Overlook Road; hence with an interior angle of 90°06'40" run Westwardly along said orth right of way line of Overlook Road 161.37 feet to a point; thence ith an interior angle of 90°07'40" run Northwardly 180.77 feet to a oint on the aforementioned South right of way line of Moffat Road, as ondemned; thence with an interior angle of 86°39' run Eastwardly long said South right of way line of Moffat Road 162.38 feet to the oint of beginning. Containing 28,499 Square Feet.

urvey Certificate to the Circle K Corporation, Lawyers Title Insurance orporation

hereby certify that on the 3RD day of MARCH, 1989:

) I made an accurate survey of the premises legally described above situated at Mobile (City), Mobile (Country), Alabama (State), with a street description of 5101 Moffat Road, Mobile, Alabama.

) I made a careful inspection of said premises and of the buildings located thereon at the time of making such survey, and again on MARCH 8, 1989, and at the time of such latter inspection I found Circle K General, Inc., to be in possession of said premises as Owner;

) This survey was made on the ground as per the field notes shown on this survey and correctly shows (a) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon; and the distance therefrom to the nearest facing exterior property lines of the subject property; (b) the location of all right of way, easements and any other matters of record, (of which I have knowledge or have been advised, whether or not of record), affecting the subject property; (c) the location of the parking areas on the subject property, showing the number of parking spaces provided thereby; (d) all abutting, dedicated public streets providing access to the subject property; together with the width and name thereof; and (e) all other significant items on the subject property;

) Except as shown on the survey, there are (no) (a) encroachments upon the subject property by improvements on adjacent property; (b) encroachments on adjacent property, streets or alleys by any improvements on the subject property; (c) party walls; (d) or conflicts or protrusions;

) Adequate ingress to and egress from the subject property is provided by Moffat Road and Overlook Road the same being paved, dedicated public right(s) of way maintained by state of Alabama and City of Mobile;

) All required building setback lines on the subject property are shown hereon;

) And the subject property is not within a special flood hazard area as identified by the Federal Insurance Administration, Department of Housing and Urban Development; a flood Hazard area being identified as F.I.R.M. Panel Number 0150G7 0010E, effective Dec. 18, 1984.

Registered Public Surveyor

(205) 479-4518
Telephone #

5421
Registration #

Donald F. Coleman
Printed Name

68 Midtown Park West
Printed Address

Mobile, Alabama 36609
City & State

OTES:

sement granted Alabama Power Company by Walter Maples et ux, by strument dated October 15, 1938, and recorded in Deed Book 280, Page 76, is a "blanket" easement on all of Lot C, Mandrel's Subdivision, nd is not plottable. Surveyed premises is part of Lot C.

ght of way granted Mobile County, Alabama by Walter B. Maples et ux, instrument dated August 5, 1950, and recorded in Deed Book 515, Page 90, is right of way for Overlook Road, making it 60' wide. The North ght of way line of Overlook Road as shown on this survey is the North e of right of way conveyed by this instrument.

sement granted Alabama Power Company by A. D. McIntyre et ux, by strument dated may 24, 1955, and recorded in Deed Book 547, Page 4, a "blanket" easement for this property and an additional 60' of operty lying West of this property and is not plottable.

ght of way condemned April 2, 1979 in case entitled "State of Alabama Dolores George LaVigne et al" Probate Court Case No. 36, 338 N.S. his is a condemnation for right way of to widen Moffat Road. The outh right of way line of Moffat Road as shown on this Survey is the outh line of right of way condemned.

CK #8244

AS BUILT ALTA SURVEY

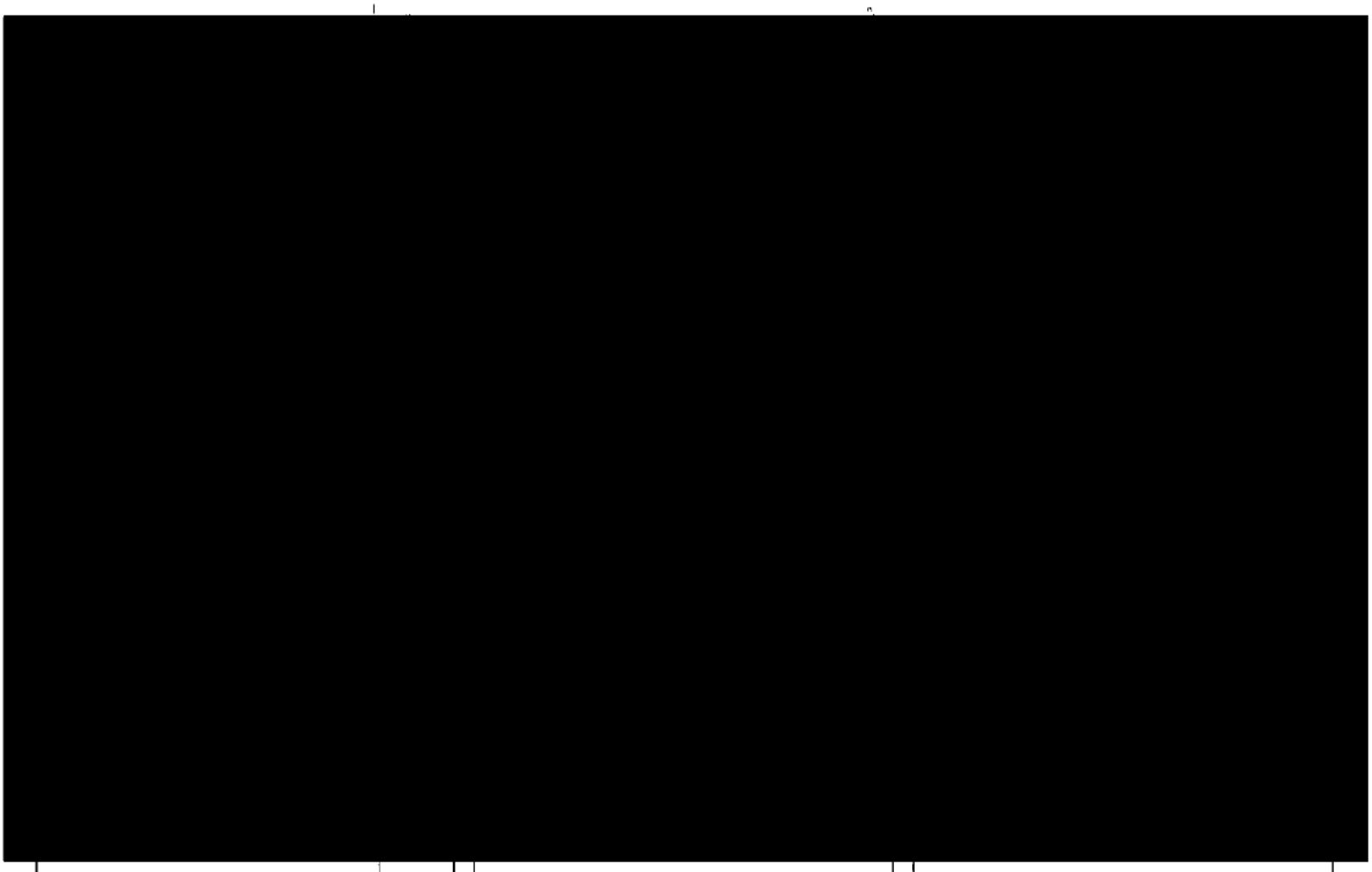
CIRCLE K STORE NO. 8244

5101 MOFFAT ROAD, MOBILE, ALABAMA

RESTER AND COLEMAN

[redacted]

DWG BY	DATE	REVISIONS						SCALE
M.F.W.	3-3-89	BY	DATE	BY	DATE	BY	DATE	1" = 10'
CHK'D BY	DATE							FILE NO.
D.F.C.	3-8-89							S-50



Agenda Item # 10

ZON-UDC-003718-2026

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

Applicant Materials for Consideration

DETAILS

Location:
5101 Moffett Road

Applicant / Agent:
MYMS, Inc. / Walid George Harb

Property Owner:
MYMS, Inc.

Current Zoning:
B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 Suburban to B-3 Suburban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

REQUEST Rezoning From B-2 To B-3

N

NTS

SITE HISTORY

The subject site was originally part of Lot C of the Mandrell's Subdivision, the plat of which was recorded in the Mobile County Probate Court in April 1937.

The site was annexed into the City of Mobile in 1956 and initially assigned a C-1, Neighborhood Business District zoning classification. With the adoption of the 1967 Zoning Ordinance, the property was rezoned to B-2, Neighborhood Business District, a designation it has retained through the adoption of the Unified Development Code (UDC) in 2023.

The property was developed in the 1960s for use as a convenience store with gasoline sales. However, city directories, aerial imagery, and Google Street View indicate that the site has been vacant since at least 2000.

Since the recording of the Mandrell's Subdivision plat in 1937, subsequent development in the area has resulted in shifts to lot lines without Planning Commission approval. As a result, many lots, including the subject site, are no longer consistent with the recorded subdivision plat and now utilize metes-and-bounds legal descriptions.

At its February 19, 2026, meeting, the Planning Commission considered a request to rezone the property from B-2 (Neighborhood Business Suburban District) to B-3 (Community Business Suburban District). Staff reported that the rezoning application had originally been submitted in September 2025 but remained incomplete due to repeated failures to satisfy the neighborhood meeting requirements of Article 5 of the UDC. Multiple neighborhood meetings were scheduled by the applicant between January 5 and January 29, 2026; however, staff determined that the meetings either did not occur, were improperly scheduled, exceeded the distance requirements, or were not conducted within an approved building as required by the UDC. Because the neighborhood meeting requirements had not been satisfied, staff advised that the application must be held over until a meeting could be conducted in full compliance with Article 5, Section 64-5-4 of the UDC. Staff also advised the applicant that, pursuant to Article 5, Section 64-5-4.E.4.(b), holdovers resulting from the failure to submit required documentation are subject to a fee equal to the initial application fee, including postage.

Rather than proceeding with a holdover, the applicant allowed the original rezoning application to expire. After six (6) months with no further action taken, the application expired in accordance with the UDC. The applicant subsequently submitted a new rezoning application and successfully satisfied the neighborhood meeting requirements of Article 5 of the UDC, allowing the current rezoning request to proceed for review.

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

STAFF COMMENTS

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant requests rezoning of the subject property from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District to allow use of the site as an automobile dealership with automobile repair services. A detailed description and justification of the request are provided in the applicant's narrative, which is accessible via the link on Page 1 of this report.

The subject site is adjacent to properties zoned B-2, Neighborhood Business Suburban District to the east and west. Properties to the north, across Moffett Road, are zoned B-1, Buffer Business Suburban District, B-2, Neighborhood Business Suburban District, and B-3, Community Business Suburban District. Properties to the south, across Overlook Road, are zoned R-1, Single-Family Residential Suburban District.

Uses along Moffett Road near this location include restaurants with drive-thru service, general retail sales, self-service storage facilities, and several medical clinics. Uses along Overlook Road near this location include general retail sales, restaurants with drive-thru service, a medical clinic, and a child day care; however, single-family residential development is the predominant use along this section of Overlook Road. Apart from the self-service storage facilities—which require a minimum zoning classification of B-3—the predominant uses along Moffett Road near this location are permitted in and generally compatible with a B-2 zoning classification.

The applicant states that rezoning the property to allow an automobile dealership with automobile repair services is consistent with the commercial character of the Moffett Road corridor and will fit harmoniously with surrounding properties, thereby supporting the corridor's role as an active commercial area. The applicant further indicates that landscaping and buffering improvements will be provided along street frontages and any adjoining residential properties, as required.

The applicant also asserts that the proposal is consistent with the property's Mixed Commercial Corridor (MCC) future land use designation. This designation supports a variety of retail and service uses intended to serve both surrounding neighborhoods and the broader community.

The Map for Mobile Comprehensive Plan does support B-3 zoning within areas designated as Mixed Commercial Corridor. However, the MCC designation is intended to accommodate a wide range of retail, service, and entertainment uses while acknowledging existing commercial development along Mobile's transportation corridors, often in conventional strip patterns or shorter concentrated segments. New development and redevelopment within MCCs are encouraged to enhance design quality, improve connectivity to surrounding neighborhoods, strengthen streetscapes, and improve mobility and accessibility for all users. Primary uses include commercial and office, with secondary uses including multi-family residential, civic, and park uses.

The site plan submitted by the applicant depicts the existing building, nine (9) off-street parking spaces, and a proposed dumpster location. Building plans and elevation drawings illustrate an automobile service garage containing three (3) service bays, two (2) offices, a lobby, and one (1) restroom. No additional site improvements are proposed; existing paved areas are to be utilized for parking and vehicle maneuvering, and no inventory areas for automobile sales are shown.

While the proposal does not include work that would trigger compliance with current zoning requirements—such as residential protection buffer standards—the submitted site plan does not reflect the landscaping and buffering improvements referenced in the applicant's narrative.

The site has frontage along both Moffett Road and Overlook Road and will continue to facilitate cross-access between the two streets.

If approved, any additional site improvements proposed by the applicant must be illustrated on a revised site plan submitted with the required permits for the proposed building improvements. The proposed dumpster must comply with the placement and enclosure standards of Article 3 of the Unified Development Code (UDC), and those details must also be provided during permit review.

Any signage proposed for the site must comply with the UDC and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

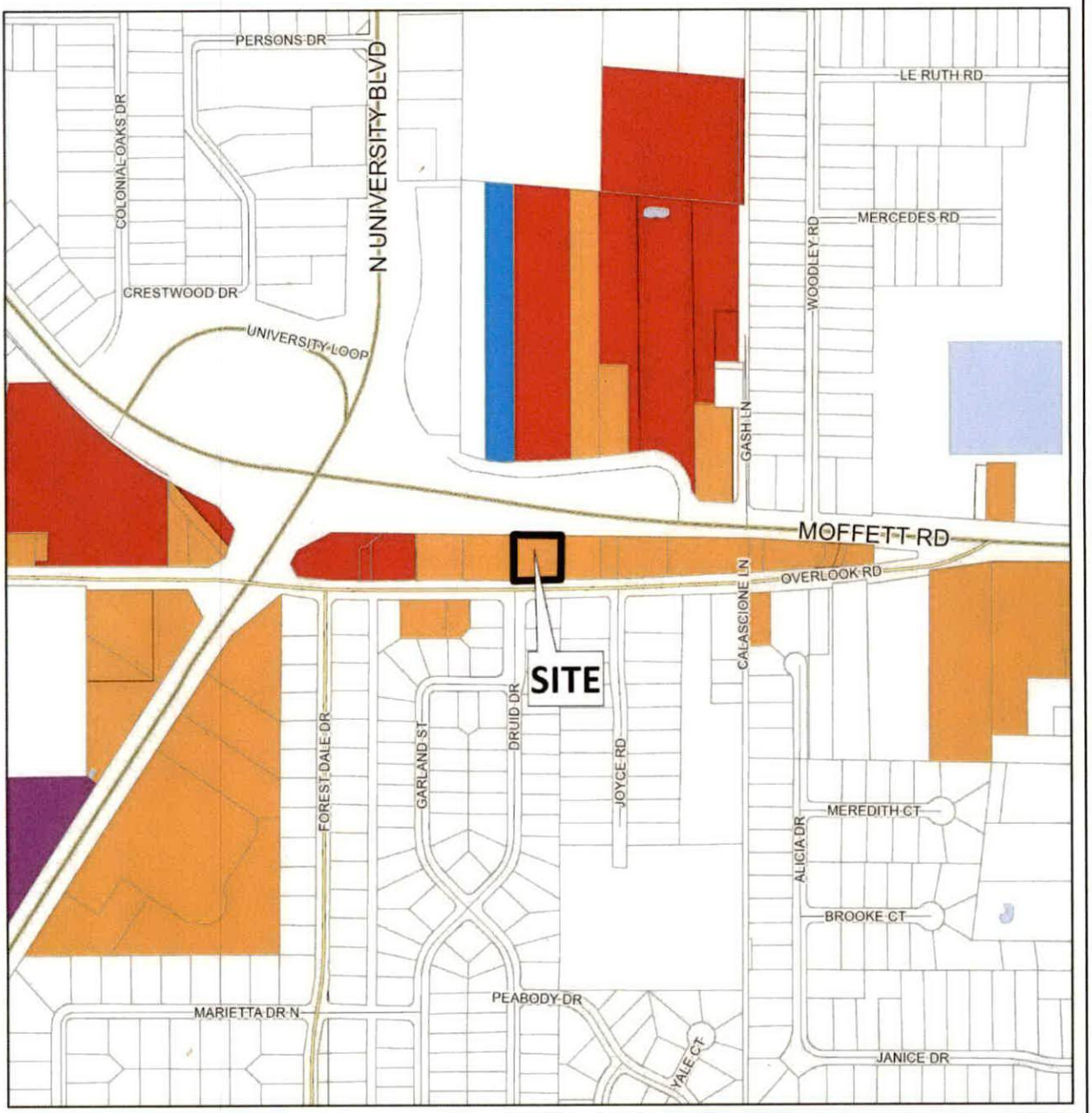
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

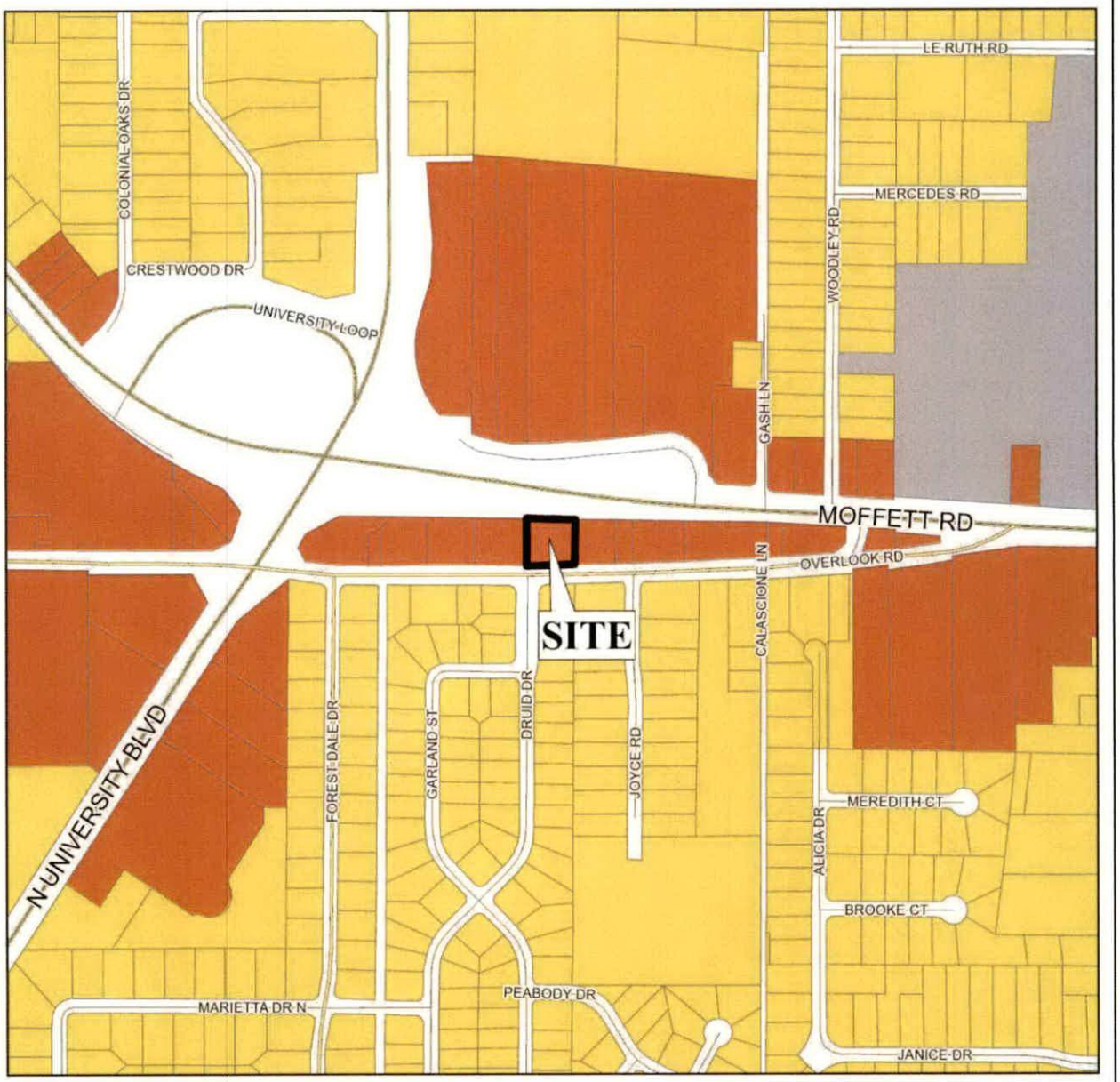
1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE May 21, 2026	N
APPLICANT MYMS, Inc. (Walid George Harb, Agent)	
REQUEST Rezoning From B-2 To B-3	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

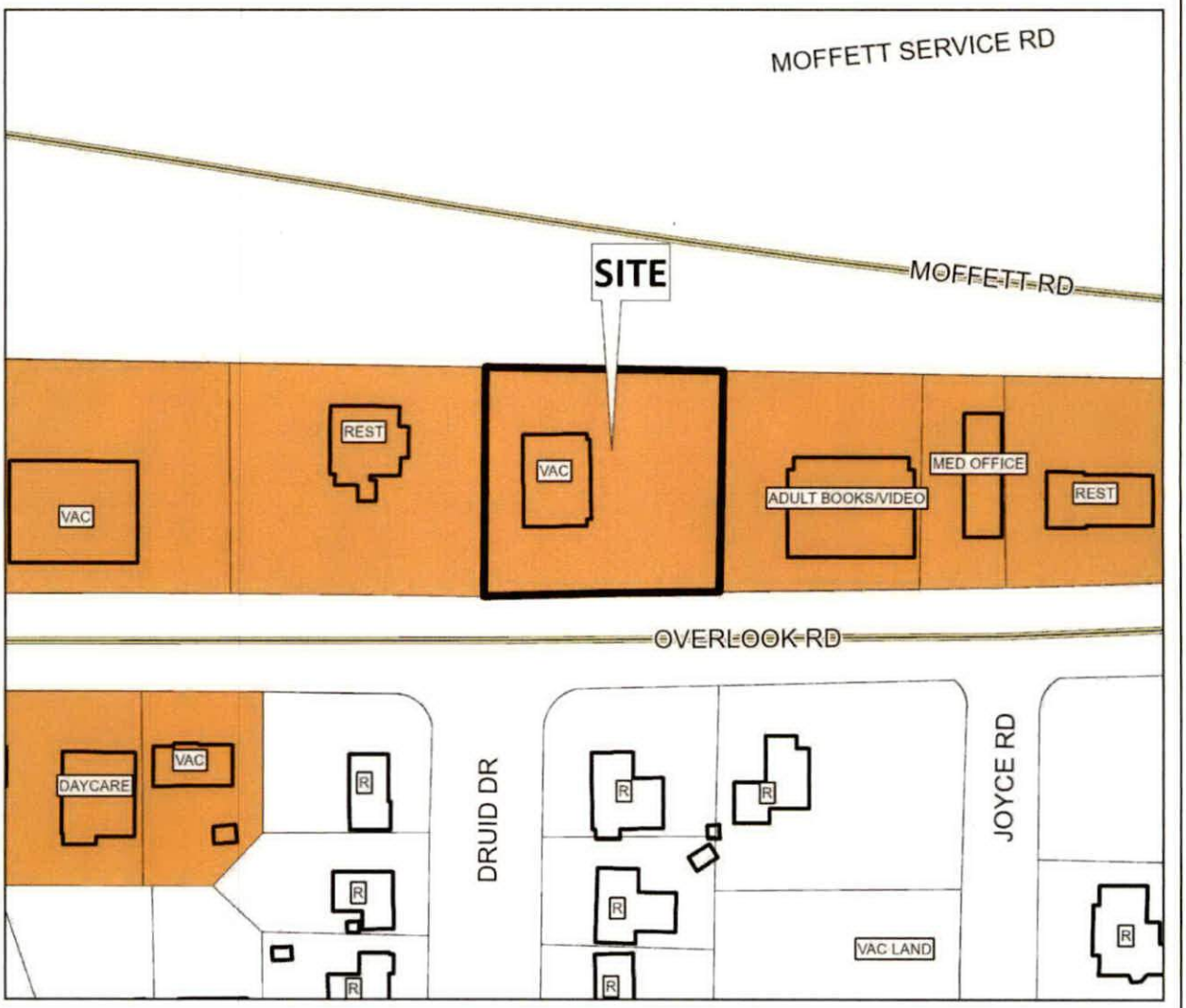
REQUEST Rezoning From B-2 To B-3

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 10 DATE May 21, 2026

APPLICANT MYMS, Inc. (Walid George Harb, Agent)

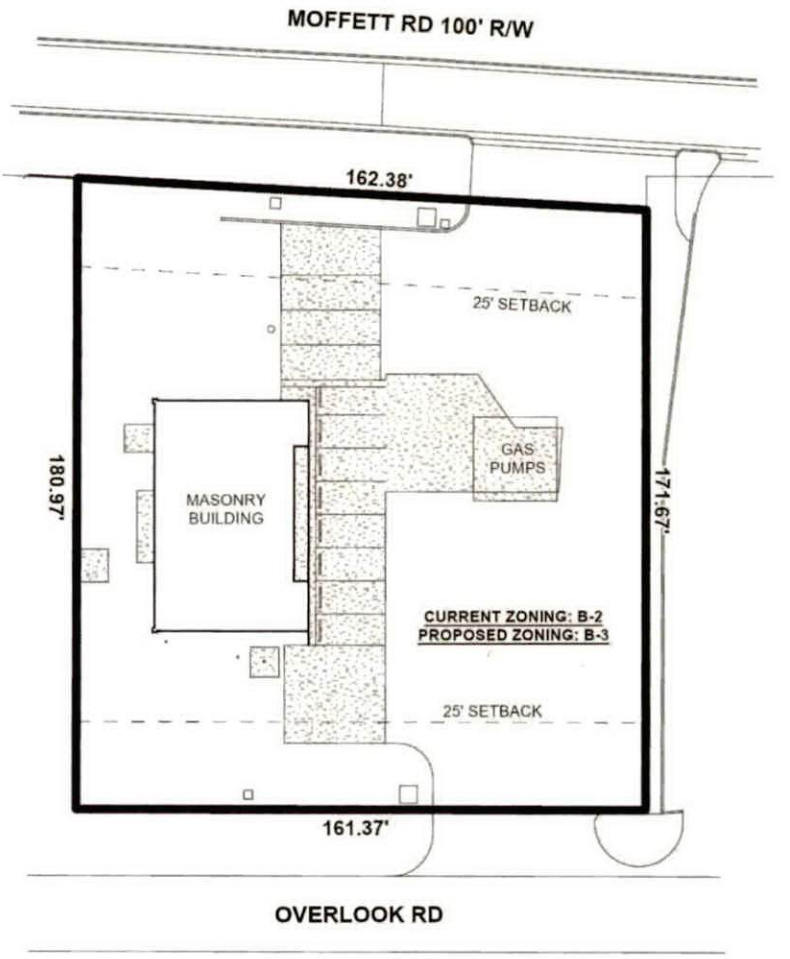
REQUEST Rezoning From B-2 To B-3

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 10 DATE May 21, 2026 APPLICANT MYMS, Inc. (Walid George Harb, Agent) REQUEST Rezoning From B-2 To B-3	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 COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- Commercial
- Office

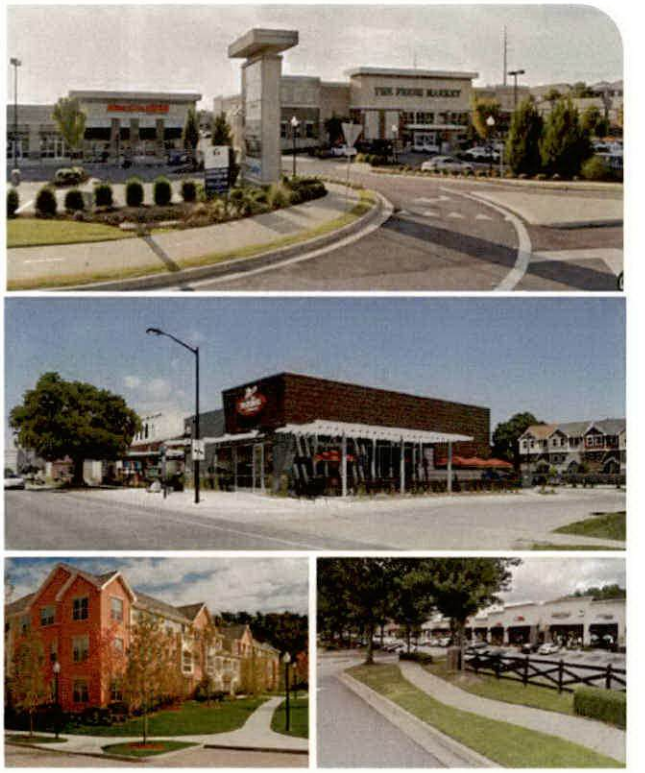
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning for Property
Located at 5361 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 9, 2026**, a public hearing will be held on the **14th** day of **July, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning for property located at 5361 Moffett Road from R-1, Single-Family Residential Urban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS A, B, C, D, E, O, P AND Q, OF A SUBDIVISION IN THE SOUTH 1/2 OF SECTION THREE (3), TOWNSHIP FOUR (4) SOUTH, RANGE TWO (2) WEST, MOBILE COUNTY, ALABAMA, AND FURTHER RECORDED AS PER MAP IN DEED BOOK 156 NS PAGE 125.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the conditions set forth below have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; 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 City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of July, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5361 Moffett Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; and 3. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS A, B, C, D, E, O, P AND Q, OF A SUBDIVISION IN THE SOUTH 1/2 OF SECTION THREE (3), TOWNSHIP FOUR (4) SOUTH, RANGE TWO (2) WEST, MOBILE COUNTY, ALABAMA, AND FURTHER RECORDED AS PER MAP IN DEED BOOK 156 NS PAGE 125.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the conditions set forth below have been complied with: 1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code; 2. Denial of vehicular access to Sawada Drive; 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

Nikita Pleasure
5361 Moffett Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 29, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **May 21, 2026**, considered the request of **Nikita Pleasure,** for a change in zoning from **Single-Family Residential Suburban District (R-1), to Community Business Suburban District (B-3),** for the property located at **5361 Moffett Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report 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

May 22, 2026

Real Estate with Pleasure
ATTN: Nikita Pleasure
[redacted]

Re: 5361 Moffett Road
ZON-UDC-003729-2026
Nikita Pleasure
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Suburban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would not adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

[redacted]

1. Provision of a 20-foot-wide residential protection buffer in compliance with the standards of Article 3, Section 64-3-8.A.2. of the Unified Development Code;
2. Denial of vehicular access to Sawada Drive; and
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $298.30. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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:	1120 Hillcrest Rd 2V	
Email:	[redacted]	
Phone:		
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Shalom Property Group llc	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

5361 Moffett Rd, Mobile, AL 36618 — Property Address

133,294 sq ft (3.06 acres) — Property Area (acres or square feet)

R022905010000000.011 — Parcel Number(s) or Key Number(s)

R — Present Zoning or Transect District

B — 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 — 4/17/2026 Date

Applicant or Agent Signature (if applicable) — 4/17/2026 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 — 4/17/2026 Date

[redacted]

CHECKLIST A
Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Daycare, Child (Home Based 7-12 Children)
☐ Community Residences	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank
☐ Bar/Lounge	

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

---

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Site Plan
- ☐ Documentation of compliance with Approval Criteria
- ☐ Neighborhood Meeting Documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

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

   _____
   _____
   _____
   _____

   _____
   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☐ Yes ☐ No
   If no, what are the deficiencies?

   _____
   _____
   _____

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

   _____
   _____
   _____

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

[redacted]

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

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

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

The following information is required to evaluate applications for Conditional Use Permits for a Bed and Breakfast. Please provide a statement for all items.

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.
- ☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)
- ☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional 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.
- ☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

The following information is required to evaluate applications for Conditional Use Permits for a Bar/Lounge. Please provide a statement for all items.

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

   _____
   _____
   _____
   _____

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

   _____
   _____
   _____
   _____

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

   _____
   _____
   _____
   _____

[redacted]

SUPPLEMENTAL DOCUMENTATION
Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

- ☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
- ☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.
- ☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
- ☐ The following minimum amount of off-street parking must be provided:
  - ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
  - ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
  - ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.
- ☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

[redacted]

SUPPLEMENTAL DOCUMENTATION
Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- ☐ Building coverage shall not exceed forty (40) percent of the total lot area.
- ☐ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- ☐ Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- ☐ Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
    - ☐ One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- ☐ Off-street school bus loading spaces should be provided when school buses are to be used.
- ☐ Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The proposal aligns with Map for Mobile by supporting reinvestment along a major corridor (Moffett Rd), encouraging small

   Commercial Corridor / Mixed
   Future Land Use Map (FLUM) Designation

   B
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   The proposed rezoning promotes the health, safety, and welfare of the community by converting an existing residence into a low

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   Conditions along Moffett Road have changed significantly over time, with the corridor evolving from a predominantly residential area to a

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Development trends along Moffett Road show a clear shift toward small offices, retail establishments, churches, and service

2. Describe the surrounding land uses.
   The surrounding area includes a mix of residential and commercial uses. Properties to the north front Moffett Road and are part of the comn

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   The proposed use is low

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The site is adequately served by existing infrastructure. Public water, power, and gas are available, and the property is currently served by an existing septic or sewer connection as noted on the site plan. The proposed office use does not require significant utility demand and will not strain existing infrastructure. Access to the site is safe and appropriate for the intended use.

5. 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.
   he rezoning serves the public interest by improving an underutilized property and providing a neighborhood

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

There are no Specific Area Plans, Neighborhood Plans, regulating plans, or overlay districts that apply to the property at 5361 Moffett Road. The

[redacted]

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

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

   _____

   _____

   _____

   _____

   _____
   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

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

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

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

5. Describe how the proposal is designed to minimize the impact on storm water facilities.

6. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

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.

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

[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.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

   - ☐ 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.

   _____

   _____

   _____

   _____

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.

   _____

   _____

   _____

   _____

[redacted]

CHECKLIST E

Terminating a Previously Approved Planned Unit Development

The following information is required to evaluate an application for the termination of a previously approved Planned Unit Development (PUD). Please provide a complete response to each item.

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
- ☐ Lighting Plan - Required if parking lot lighting is provided. The plan must demonstrate compliance with the illumination standards of the Unified Development Code.
- ☐ Site Plan - Must show all existing improvements and demonstrate compliance with all applicable requirements of the Unified Development Code.
- ☐ Landscape Plan - Required if the original PUD was approved to allow flexibility from tree planting or landscape area requirements. The plan must be revised, if necessary, to demonstrate compliance with all applicable Unified Development Code Standards.
- ☐ Shared Parking Plan - Required if the original PUD permitted shared parking across multiple building sites. Approval of a Shared Parking Plan must be obtained prior to final approval of the PUD termination.

---

1. Identify all reasons a PUD was required at the time of approval (e.g., multiple buildings on a single site, reduced setbacks, increased site coverage, etc.)

2. Explain how the site will comply with all applicable Unified Development Code requirements (e.g., setbacks, site coverage, landscaping) following termination of the PUD.

3. Identify all conditions or restrictions imposed upon the PUD by the Planning Commission or City Council.

[redacted]

4. Explain how termination of the PUD aligns with neighborhood character and supports the orderly development of surrounding properties.

5. Identify whether termination will create any **nonconforming structures or uses** under the Unified Development Code. If so, explain how these will be addressed.

6. Describe how **vehicular and pedestrian access** will be maintained in compliance with current Unified Development Code standards after PUD termination, including any shared or cross-access arrangements.

7. Confirm the following:

☐ All **utility easements** remain compliant with City requirements and are unaffected by the termination.

☐ All **drainage easements** remain compliant with City requirements and are unaffected by the termination.

☐ All **infrastructure easements** remain complaint with City requirements and are unaffected by termination.

8. If the PUD is only **partially developed,** explain how any undeveloped portions of the site will comply with applicable zoning requirements following termination.

9. Identify any **private covenants, maintenance agreements, or easements** associated with the PUD and explain whether they will remain in effect, be modified, or no longer be necessary.

10. Describe how **open space, stormwater facilities, or public amenities** established under the PUD will be maintained or otherwise addressed following termination.

[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.

This section 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.

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 referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   The meeting will be held on April 27, 2026

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project Real Estate with Pleasure

Address 5361 Moffett Rd

Owner Shalome Property Group llc

Address 1120 Hillcrest Rd Zip Code 36695

P [redacted]

Authorized Agent Nikita Pleasure [redacted]

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

_____

Signature Print

_____ _____

Date Affiliation to project/Organization

[redacted]

The applicant requests the rezoning of 5361 Moffett Road from R-1 to B-3 to allow the adaptive reuse of the existing residence as a small real estate office. The property fronts Moffett Road, a major arterial corridor that has transitioned from primarily residential uses to a mixture of commercial, office, and service-based development. The current R-1 zoning no longer reflects the functional character of the corridor, and the proposed B-3 zoning will allow a low-impact professional office use that is compatible with surrounding properties. The project maintains the existing building footprint and residential scale while adding minor site improvements such as defined parking, ADA access, landscaping, and down-shielded lighting. The proposed use will generate minimal traffic, operate only during standard business hours, and produce no noise, odor, glare, or other adverse impacts. The request is consistent with Map for Mobile, which encourages reinvestment along major corridors, adaptive reuse of existing structures, and the introduction of neighborhood-serving commercial uses in appropriate locations. The rezoning will enhance the appearance and safety of the site, support small-business activity, and contribute positively to the ongoing revitalization of the Moffett Road corridor. All improvements are expected to be completed within six to nine months of approval, and the office will open shortly thereafter. The project preserves the existing structure, introduces compatible site enhancements, and supports the City's goals for responsible land-use transitions and corridor improvement.

Outlook

Nikita Pleasure (ZON-UDC-003729-2026)

[redacted]

Good afternoon,

We have completed our initial review of the Rezoning 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. **Site Plan Requirements:**
   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
   - Aerial photographs are not sufficient.
   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Rezoning site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is insufficient as it does not accurately describe the property. Please refer to your deed or survey for a complete legal description.

4. **DWG File Submission:** If you have not already done so, please have your design professional submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori Aamoth** 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 Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

Outlook

Re: Nikita Pleasure (ZON-UDC-003729-2026)

[redacted]

We're in receipt of the attached documents for the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review**:

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

If the application fees are paid **by noon on Tuesday, April 21, 2026**, the case will be scheduled for the **May 21, 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.gov.

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

Thank You,
Logan Anderson
Principal Planner II

[redacted]

[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 afternoon, and thank you for your prompt review and feedback. I have attached my site plan and the DWG file. I have also included the 1949 version of the deed for the legal description and current survey; please advise. The neighborhood meeting will be held April 27th. We will upload all supporting documents immediately afterward.

On Mon, Apr 20, 2026 at 12:10 PM Anderson, Logan [redacted] wrote:

> Good afternoon,
>
> We have completed our initial review of the Rezoning 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. **Site Plan Requirements:**
>   Provide a site plan that illustrates all existing or proposed site improvements, including any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
>   - Aerial photographs are not sufficient.
>   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Rezoning site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is insufficient as it does not accurately describe the property. Please refer to your deed or survey for a complete legal description.

4. **DWG File Submission:** If you have not already done so, please have your design professional submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori Aamoth** 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 Tuesday, April 21, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

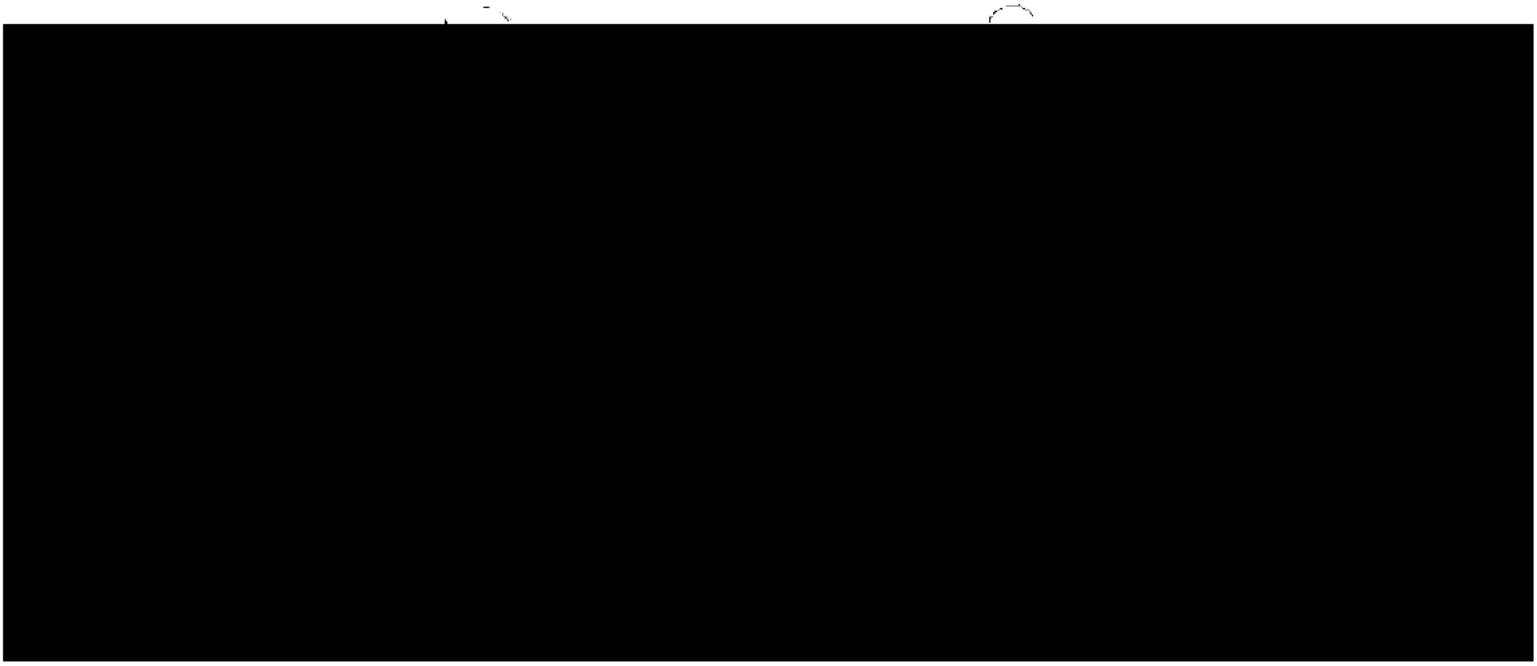
Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II

[redacted]

[redacted]



Notice of Neighborhood Meeting
April 8, 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 Shalom Property Group will be submitting to the Mobile City Planning Commission:

1. **Rezoning Application** – A request to rezone the property at **5361 Moffett Road** from Single-Family Residential Suburban District (R-1) to Community Business District (B-3) to allow the use of the property as a real estate office.
2. *(No additional applications are being submitted at this time.)*

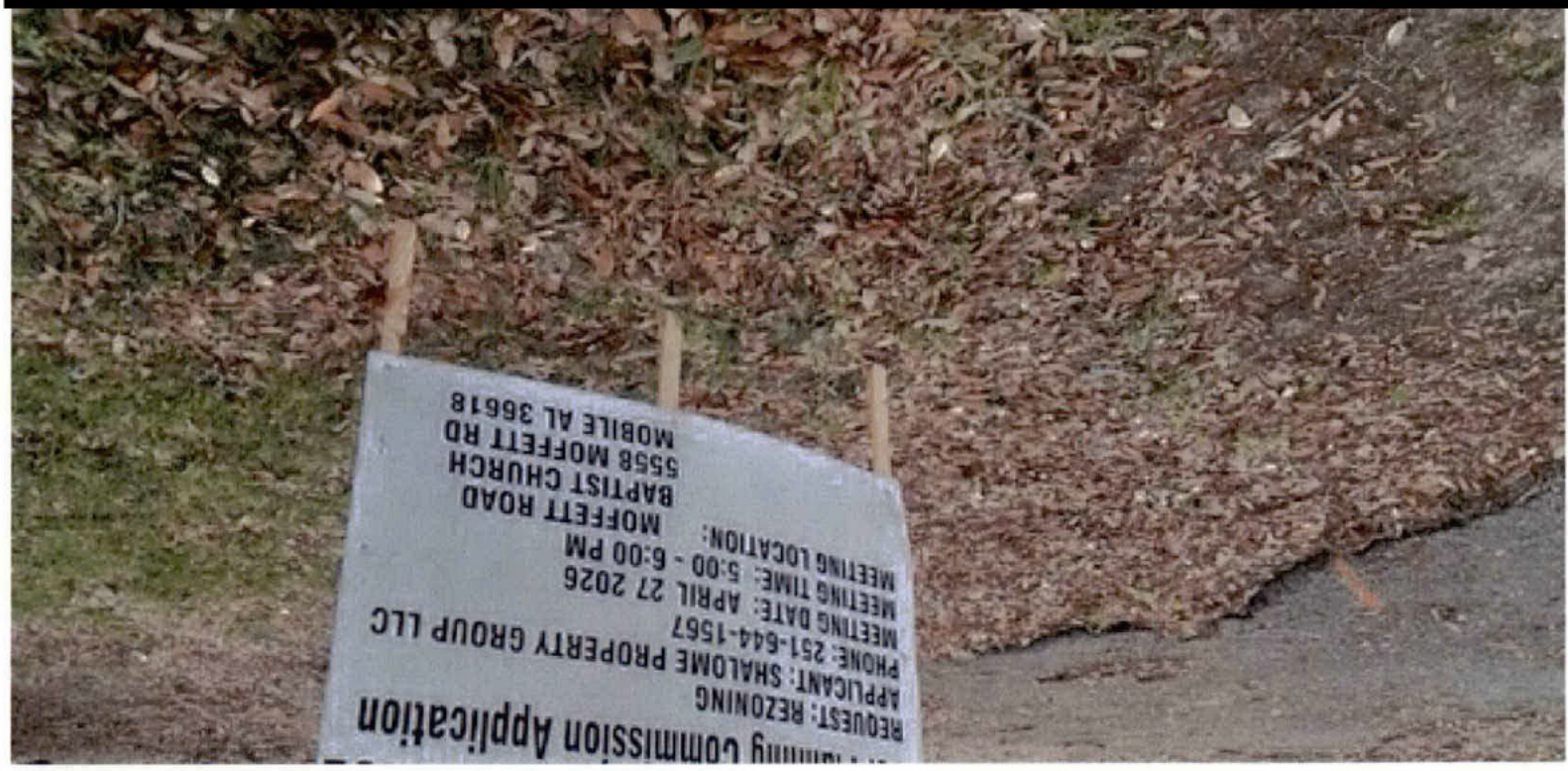
The Neighborhood Meeting will be held at the following time, date, and location:

Date: April 27, 2026
Time: 5:00 PM – 6:00 PM
Location: Moffett Road Baptist Church
Address: 5555 Moffett Road, Mobile, AL

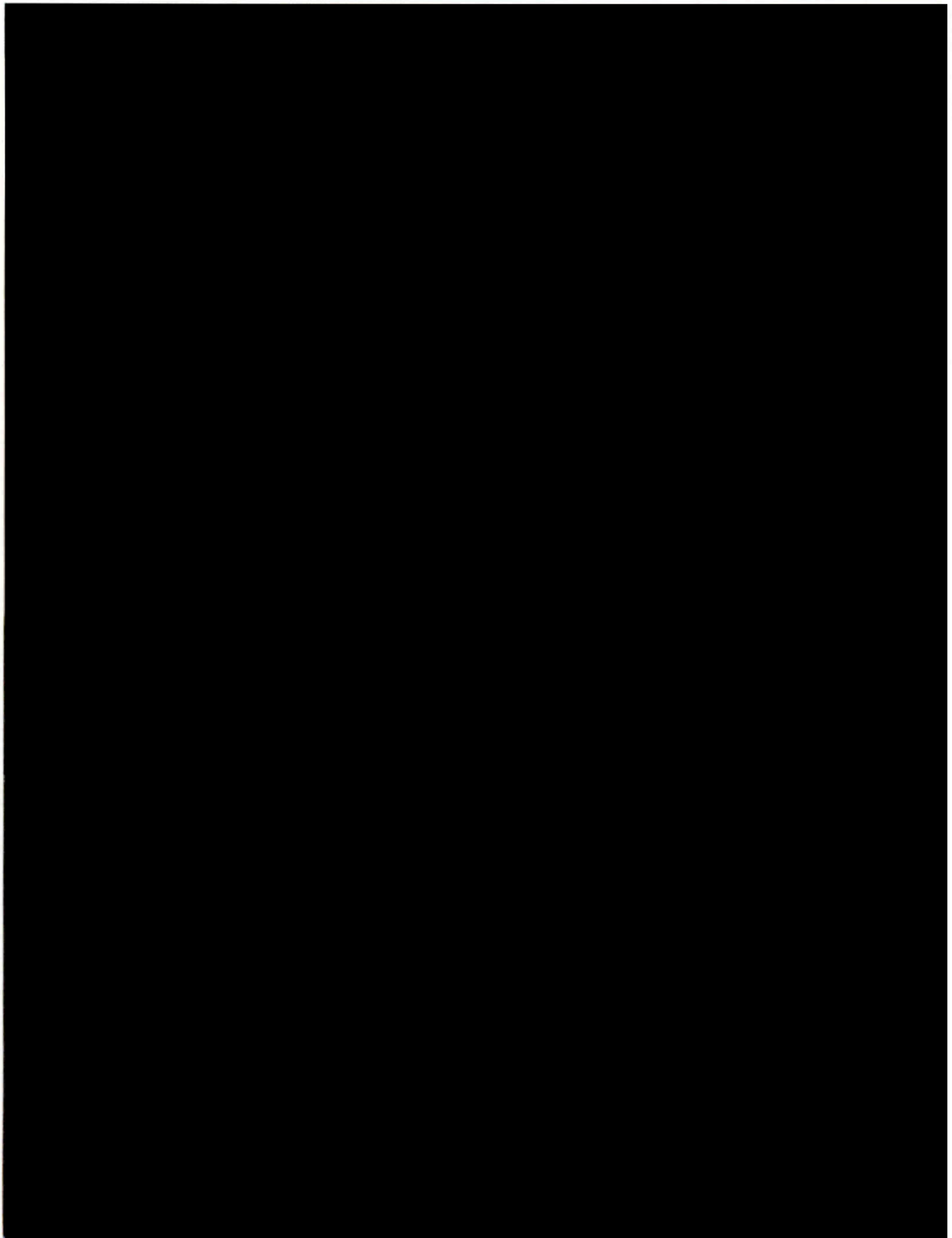
You are receiving this notice because your property is located within 300 feet of 5361 Moffett Road, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Nikita Pleasure
Shalom Property Group
1120 Hillcrest Rd, Suite 2V
[redacted]


Planning Commission Application
REQUEST: REZONING
APPLICANT: SHALOME PROPERTY GROUP LLC
PHONE: 251-644-1567
MEETING DATE: APRIL 27 2026
MEETING TIME: 5:00 - 6:00 PM
MEETING LOCATION: MOFFETT ROAD
BAPTIST CHURCH
5558 MOFFETT RD
MOBILE AL 36618


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
REQUEST: REZONING
APPLICANT: SHALOME PROPERTY GROUP LLC
PHONE: 251-644-1567
MEETING DATE: APRIL 27 2026
MEETING TIME: 5:00 - 6:00 PM
MEETING LOCATION: MOFFETT ROAD BAPTIST CHURCH 5558 MOFFETT RD MOBILE AL 36618
Live effect
Erase shadows
Remaster



Neighborhood Meeting Sign-In Sheet

Date: _____ Meeting Location: _____

Applicant: _____ Application(s): _____



Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

NEIGHBORHOOD MEETING PACKET

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Neighborhood Meeting Sign-In Sheet (Example Only) 21

Neighborhood Meeting Summary Sheet (Example Only) 24

Important Notice:

This packet outlines the requirements for conducting a Neighborhood Meeting. **Please read all instructions carefully and ensure that every requirement is met.** Even minor errors can result in your meeting being deemed invalid, which may prevent your application(s) from being placed on the Planning Commission agenda.

Common issues include but are not limited to listing an incorrect meeting date in your notice, holding the meeting at an unapproved location, failing to conduct the meeting indoors, or using signage with lettering that is too small.

Examples of signs, meeting notices, sign-in sheets, and summary sheets are included for reference. These are provided as general guides only and do not reflect the specific details of your application.

If you have any questions, please contact the Planning and Zoning Department for assistance. Doing so can help avoid delays in the review of your application.

Em[redacted]

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 4/30/2026

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):

_____

_____

Neighborhood Meeting Date: 4/23/2026

Neighborhood Meeting Time: 5:00-6:00

Neighborhood Meeting Location: Moffett Road Baptist Church
5558 Moffett Rd. Mobile AL 36618

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: Shalom Property Group llc
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 4/30/2026

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.

Neighborhood Meetings (Article 5, Section 64-5-4)

Applicability. Neighborhood Meetings are required for the following requests:

1. Any **Rezoning** to a higher zoning classification (e.g. R-1 to R-3).
2. Any application to create or modify a **Planned Development** (*not to include modifications to Planned Unit Developments and Planning Approvals approved prior to March 1, 2023*).
3. Any **Conditional Use Permit**.

Timing. Neighborhood Meetings must be held as follows:

1. **No more than 60 days** prior to the Planning Commission meeting for which an application is to be, or is filed.
2. A meeting must be held **no less than 21 days** prior to the Planning Commission meeting for which an application is filed.

   ***Applicants are encouraged to hold the required Neighborhood Meeting before filing their Planning Commission application.

Notice

1. Signs.
   a. One (1) weatherproof sign needs to be placed on the property, per street frontage, or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage).
   b. Please see the enclosed example sign to determine what information is required to be placed on the sign(s). ***Minimum height for letters is four inches (4") for uppercase letters and three inches (3") for lowercase letters.**
   c. Signs are to be placed **no more than 30 days** before, and **no less than 10** calendar days before the Neighborhood Meeting. Signs must be removed within three (3) working days after the meeting.
2. Postal Notification.
   a. All property owners within 300 feet of the subject site, the Planning and Zoning Department, and the applicable City Council representative are required to be notified of the Neighborhood Meeting **no less than 15 days** before the meeting (see attached "how-to" guide to obtain this neighboring property owners' information).
   b. Postal notices must contain the following information:
      i. Type of application being submitted (Rezoning, Conditional Use, Planned Development, etc.);
      ii. A synopsis of the proposal; and
      iii. Time, date and location of the Neighborhood Meeting.
      iv. Applicant or agent's valid phone number and email address.

Proceedings of Neighborhood Meeting

1. Neighborhood Meetings must be held in a public or institutional building such as a school, library, community center, or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed site but not more than a distance of one (1) mile from the proposed site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility with the prior approval of the Director.
2. Neighborhood Meetings shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. A Neighborhood Meeting must be scheduled to last at least one (1) hour, **even if no one is in attendance.**
4. At the Neighborhood Meeting, the applicant or their agent shall provide a complete overview of the proposed application, including a description of the project, and a complete explanation and details of the project sufficient enough for neighbors to gain an understanding of the application.
    a. For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

Required documentation for a Neighborhood Meeting that was held PRIOR to submitting a Planning Commission application:

1. After the Neighborhood Meeting the applicant shall prepare the following materials to submit with their application:
    a. Dated photograph(s) of the posted sign(s);
    b. The address list of neighboring property owners to whom notice of the meeting was sent;
    c. A copy of the notice sent to neighboring property owners;
    d. The date and location of the meeting;
    e. A sign-in sheet documenting meeting attendance;
    f. Written summary or minutes of the meeting;
    g. Copies of any site plans, building elevations or other documents provided or referenced in the meeting.
2. The applicant must sign the Neighborhood Meeting documentation before submitting it to the Planning and Zoning Department.
3. All Neighborhood Meeting documentation must be submitted **no less than 15 days** before the Planning Commission meeting date.
    a. Failure to provide documentation within the prescribed time period will result in an automatic holdover of the application(s).
    b. Any material changes to the application(s) and associated plans and documents will result in an automatic holdover.
    c. **Holdovers will be charged another application fee,** including postage for the Planning and Zoning Department to resend public hearing notices.

Required documentation for a Neighborhood Meeting that has not yet been held prior to submitting a Planning Commission application:

1. A statement of the date, time and location where the Neighborhood Meeting will occur; and
2. A list of all property owners receiving notice of the meeting.

Neighborhood Meeting Checklist:

__X__ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

__X__ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

__X__ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

__X__ Neighborhood Meeting held.

__X__ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

- __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

__X__ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

__X__ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

SEPTEMBER 18, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 18th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
July 21, 2025 (Monday)	August 28, 2025 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 6, 2025 (Sunday)	August 13, 2025 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 21, 2025 (Saturday)	July 29, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 11, 2025 (Friday)	August 18, 2025 (Monday)

OCTOBER 16, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the October 16th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
August 18th (Monday)	September 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
August 3rd (Sunday)	September 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
July 19th (Saturday)	August 26th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
August 8th (Friday)	September 15th (Monday)

NOVEMBER 20, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the November 20th Planning Commission agenda.

Earliest Neighborhood Meeting:	Latest Neighborhood Meeting:
September 22nd (Monday)	October 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
September 7th (Sunday)	October 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
August 23rd (Saturday)	September 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
September 12th (Friday)	October 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

DECEMBER 18, 2025, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the December 18th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
October 20th (Monday)	November 26th (Wednesday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
October 5th (Sunday)	November 11th (Tuesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
September 20th (Saturday)	October 27th (Monday)
Latest Posting of Signs:	**Latest Posting of Signs:**
October 10th (Friday)	November 16th (Sunday)

JANUARY 15, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the January 15th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
November 17, 2025 (Monday)	December 24, 2025 (Wednesday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
November 2, 2025 (Sunday)	December 9, 2025 (Tuesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
October 18, 2025 (Saturday)	November 24, 2025 (Monday)
Latest Posting of Signs:	**Latest Posting of Signs:**
November 7, 2025 (Friday)	December 14, 2025 (Sunday)

FEBRUARY 19, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the February 19th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
December 22, 2025 (Monday)	January 29, 2026 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
December 7, 2025 (Sunday)	January 14, 2026 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
November 22, 2025 (Saturday)	December 30, 2025 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
December 12, 2025 (Friday)	January 19, 2026 (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

MARCH 19, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the March 19th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
January 19, 2026 (Monday)	February 26, 2026 (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
January 4, 2026 (Sunday)	February 11, 2026 (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
December 20, 2025 (Saturday)	January 27, 2026 (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
January 9, 2025 (Friday)	February 16, 2026 (Monday)

APRIL 16, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the April 16th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
February 18th (Wednesday)	March 26th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
February 3rd (Tuesday)	March 11th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
January 19th (Monday)	February 24th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
February 8th (Sunday)	March 16th (Monday)

MAY 21, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the May 21st Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
March 23rd (Monday)	April 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
March 8th (Sunday)	April 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
February 21st (Saturday)	March 31st (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
March 13th (Friday)	April 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

JUNE 18, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the June 18th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
April 20th (Monday)	May 28th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
April 5th (Sunday)	May 13th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
March 21st (Saturday)	April 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
April 10th (Friday)	May 18th (Monday)

JULY 16, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the July 16th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
May 18th (Monday)	June 25th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
May 3rd (Sunday)	June 10th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
April 18th (Saturday)	May 26th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
May 8th (Friday)	June 15th (Monday)

AUGUST 20, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the August 20th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
June 22nd (Monday)	July 30th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
June 7th (Sunday)	July 15th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
May 23rd (Saturday)	June 30th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
June 12th (Friday)	July 20th (Monday)

MOBILE CITY PLANNING COMMISSION

NEIGHBORHOOD MEETING DEADLINES SCHEDULE

September 2025 – September 2026

SEPTEMBER 17, 2026, MEETING – Applications requiring a Neighborhood Meeting must meet the following public notice and meeting deadlines to remain on the September 17th Planning Commission agenda.	
Earliest Neighborhood Meeting:	**Latest Neighborhood Meeting:**
July 20th (Monday)	August 27th (Thursday)
Last Day Meeting Notices Can Be Mailed:	**Last Day Meeting Notices Can Be Mailed:**
July 5th (Sunday)	August 12th (Wednesday)
Earliest Posting of Signs:	**Earliest Posting of Signs:**
June 20th (Saturday)	July 28th (Tuesday)
Latest Posting of Signs:	**Latest Posting of Signs:**
July 10th (Friday)	August 17th (Monday)

FINDING A NEIGHBORHOOD MEETING LOCATION WITHIN A 1-MILE RADIUS

A Step-by-Step Guide

Step 1. Using a desktop computer open your web browser and click on the following link: Neighborhood Meeting Site Locator *(see Figure 1)*

Step 2. Click on **"Find address or place."** *(see Figure 2)*

Step 3. Type in the address of the project location and hit **"Enter"** on your keyboard. *(see Figure 3)*

Step 4. Click the **Export** button. *(see Figure 4)*

Step 5. Under **"File Type,"** select desired file format (PDF recommended). *(see Figure 5)*

Step 6. To download the list of eligible meeting locations, click the **Export** button. (see Figure 6)

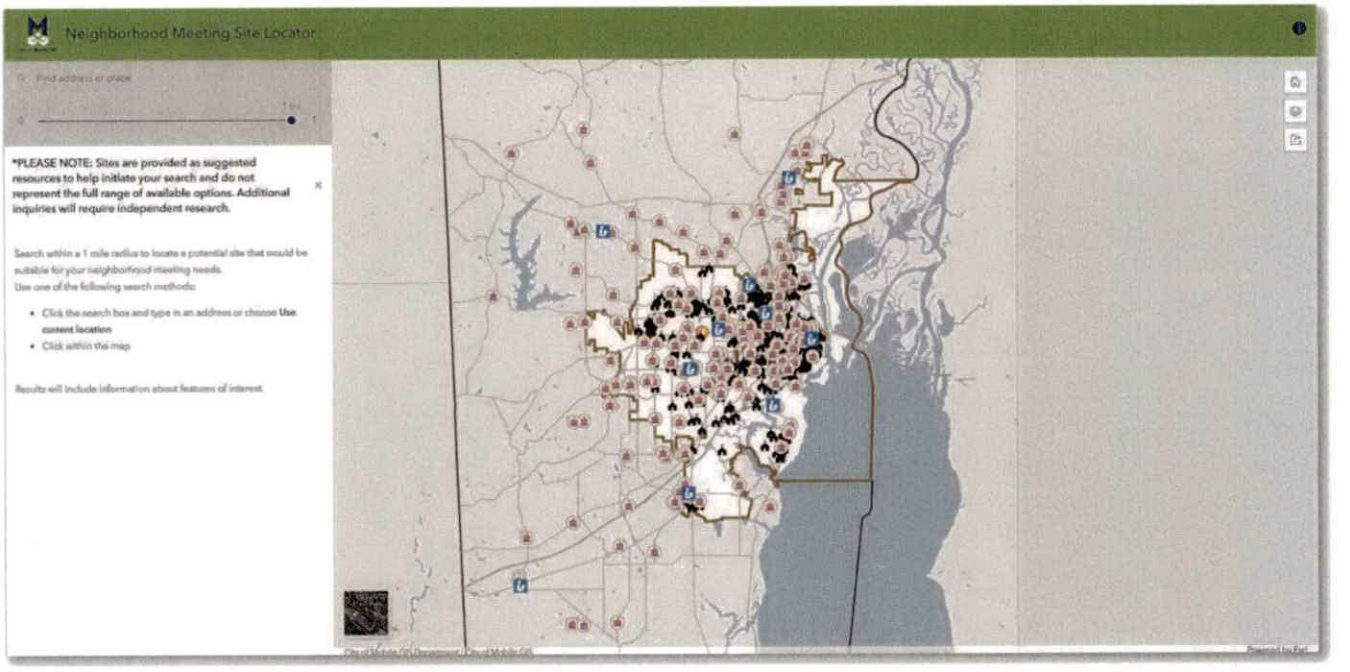


Figure 1

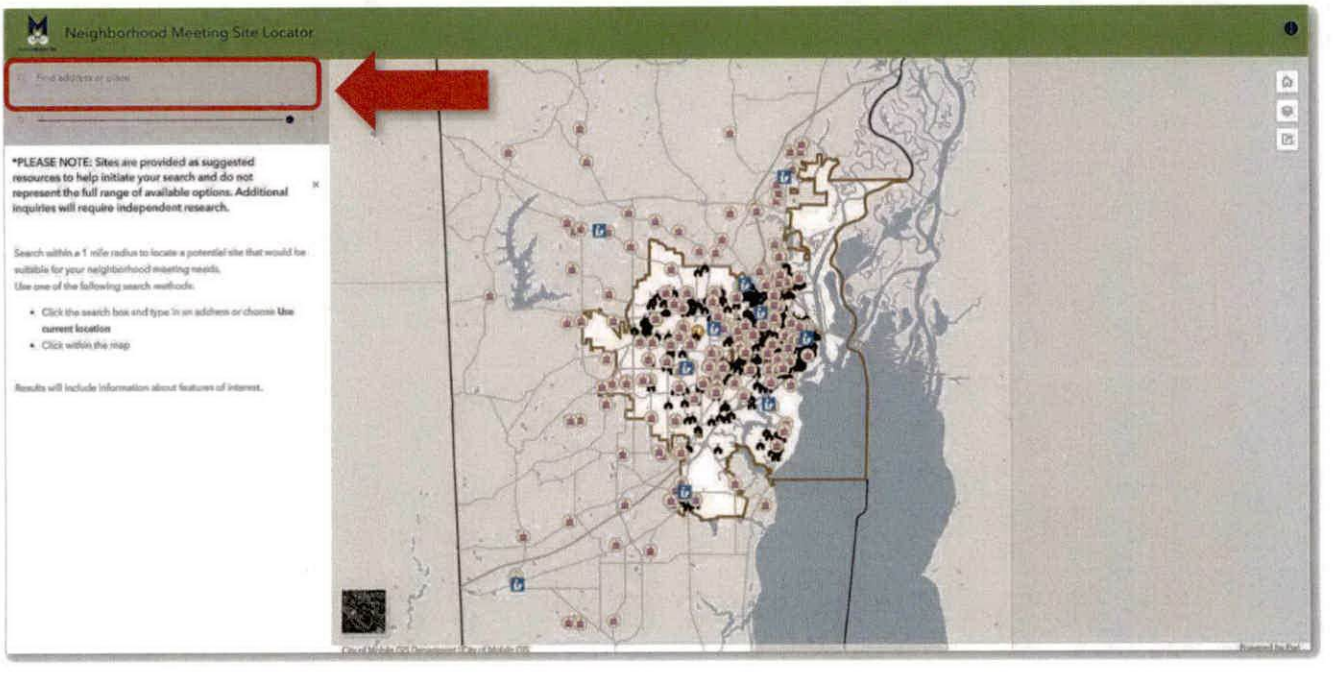


Figure 2



Figure 3

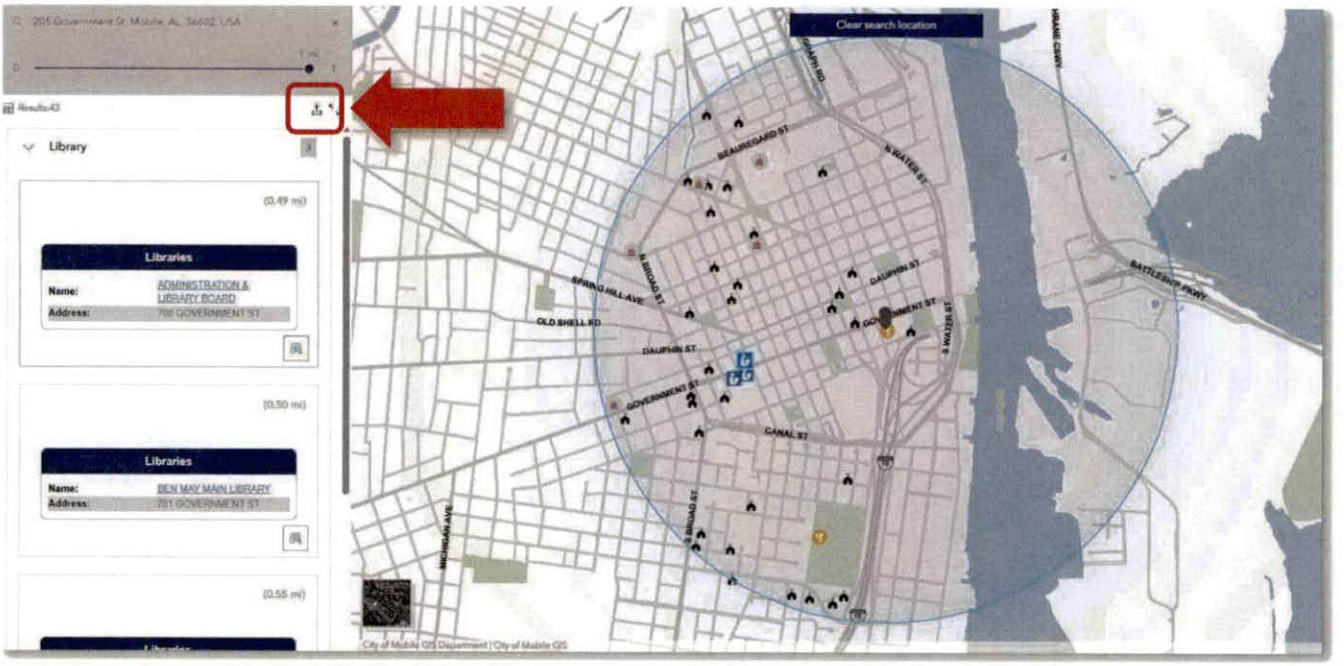


Figure 4

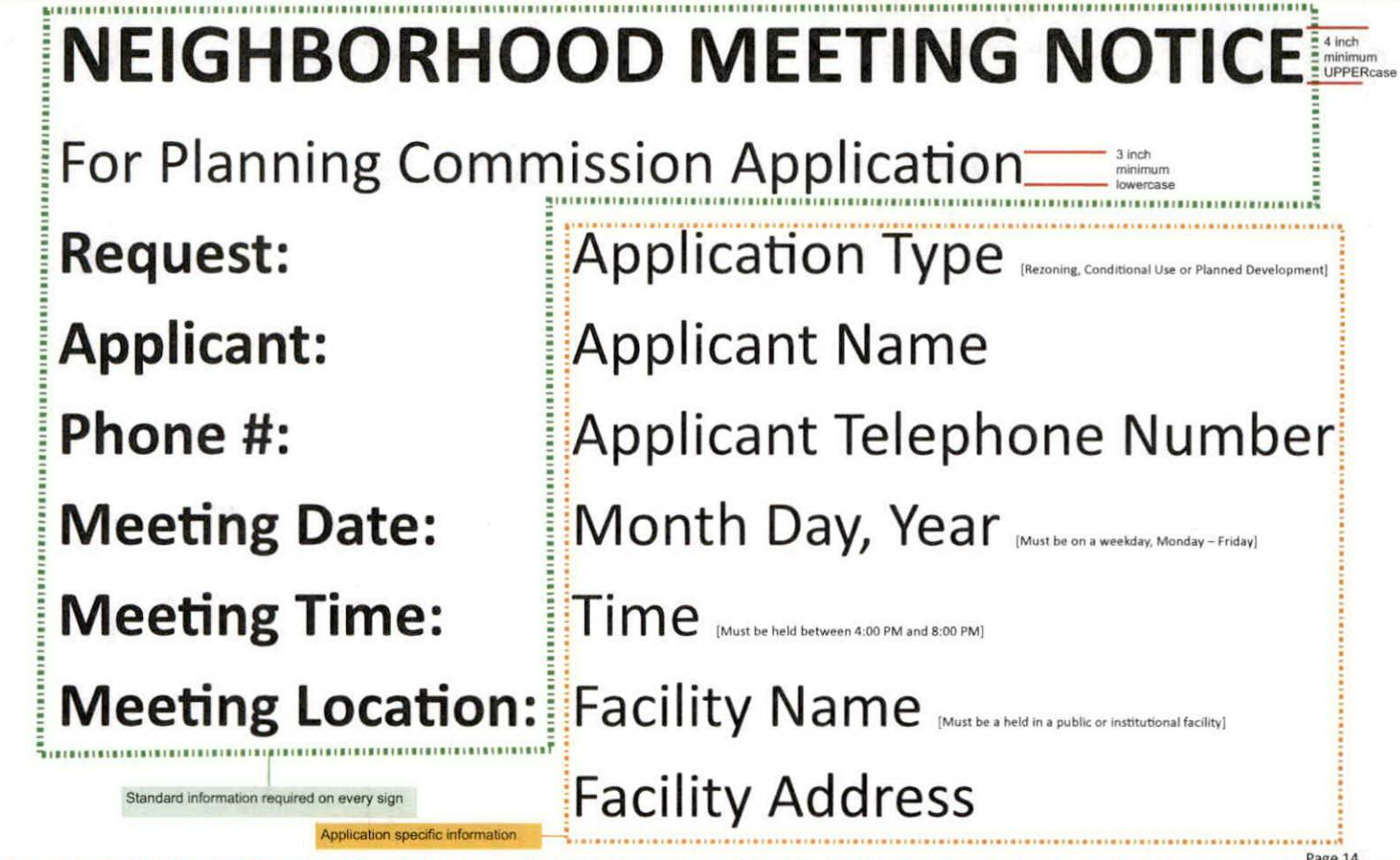


Figure 5



Figure 6

ALL LETTERS ON THE REQUIRED SIGN MUST MEET THE LETTERING SIZE REQUIREMENTS (4" UPPERCASE & 3" LOWERCASE)



ALL LETTERS ON THE REQUIRED SIGN MUST MEET THE LETTERING SIZE REQUIREMENTS (4" UPPERCASE & 3" LOWERCASE)

FINDING OWNER INFORMATION WITHIN A 300' BUFFER

A Step-by-Step Guide

Step 1. Using a desktop computer open your web browser and navigate to: [redacted]

Step 2. Click "Mapping Application" *(See Figure 2)*

Step 3. Under **"Mapping Applications,"** select **"Public Notification – Property Owners."** *(See Figure 3)*

Step 4. Use the map to zoom in to your property, **or** enter the property address in the search bar. *(See Figure 4)*

Step 5. Click the **Polygon Tool** *(See Figure 5)*. With your mouse, trace the outline of your property by clicking along each property line. Place points as accurately as possible to match the shape of the property. *(See Figure 6)*

Step 6. When you've finished outlining the property, double-click to complete the shape. A solid blue polygon will appear, highlighting all properties within 300 feet. *(See Figure 7)*

Step 7. To download the list of highlighted properties, click the **Export** button and select **"Export to CSV."** *(See Figure 8)*

Completing **Step 7** allows you to download the results as a file that can be opened in **Microsoft Excel**. This file will include a list of all properties within 300 feet of your subject site, along with the associated property owner information.
Once opened in Excel, you may simplify the list by:

- Keeping only the columns that show **owner names** and **mailing addresses**
- Removing **duplicate entries**
- Deleting any **unnecessary information**

Important Notice:

Property ownership can change due to recent sales. As a result, the owner information obtained using this tool may not always reflect the most current records. When submitting mailing labels with an application, it is the **applicant's responsibility** to ensure that all labels are accurate and complete.

For assistance with verifying current ownership information, please contact the **Mobile County Probate Court** or the **Mobile County Revenue Commission**.

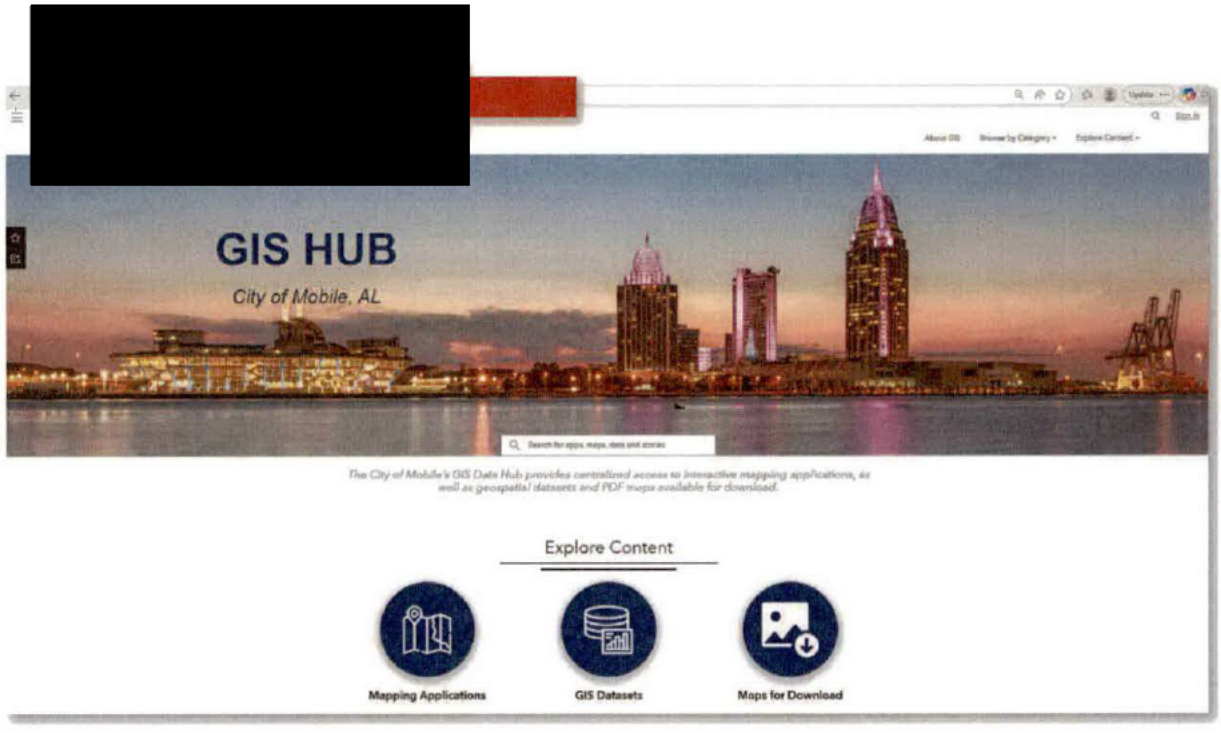


Figure 1

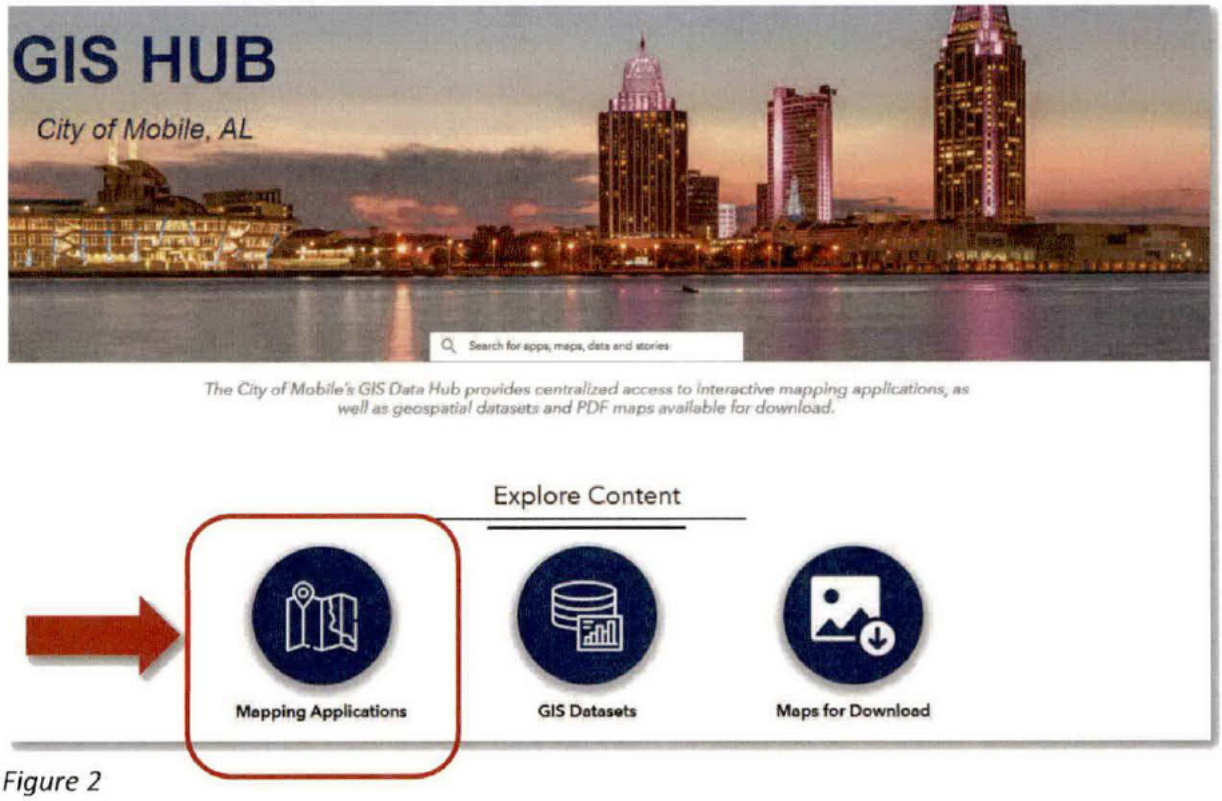


Figure 2

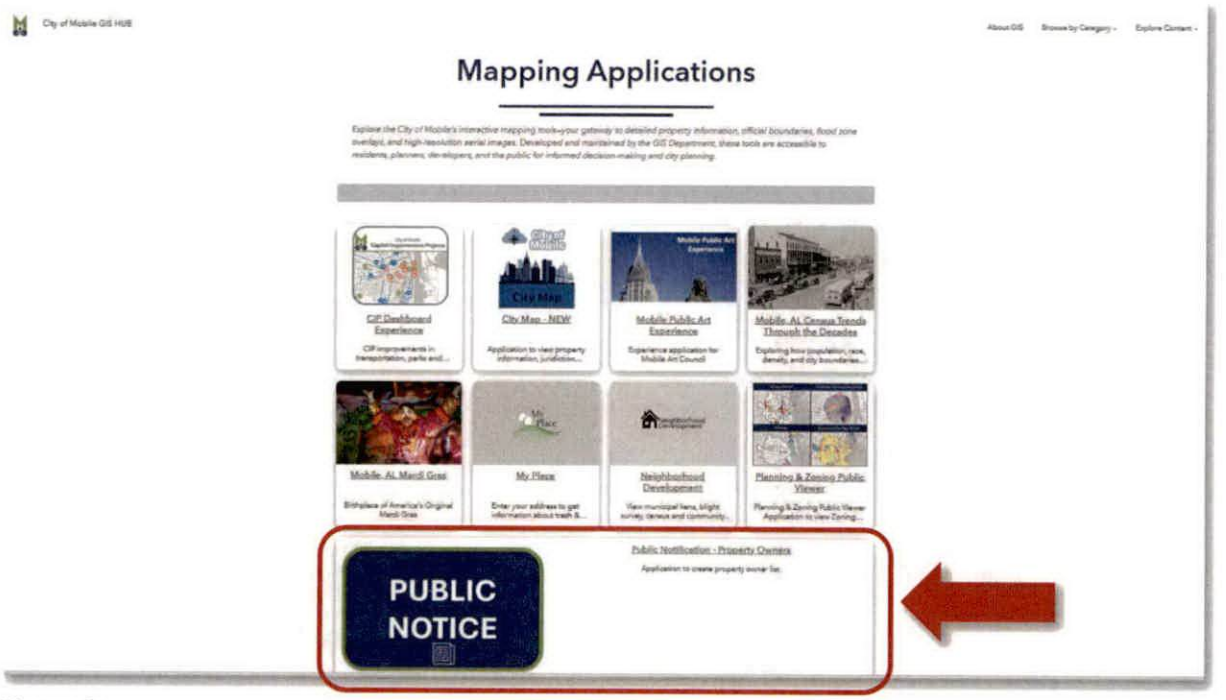


Figure 3

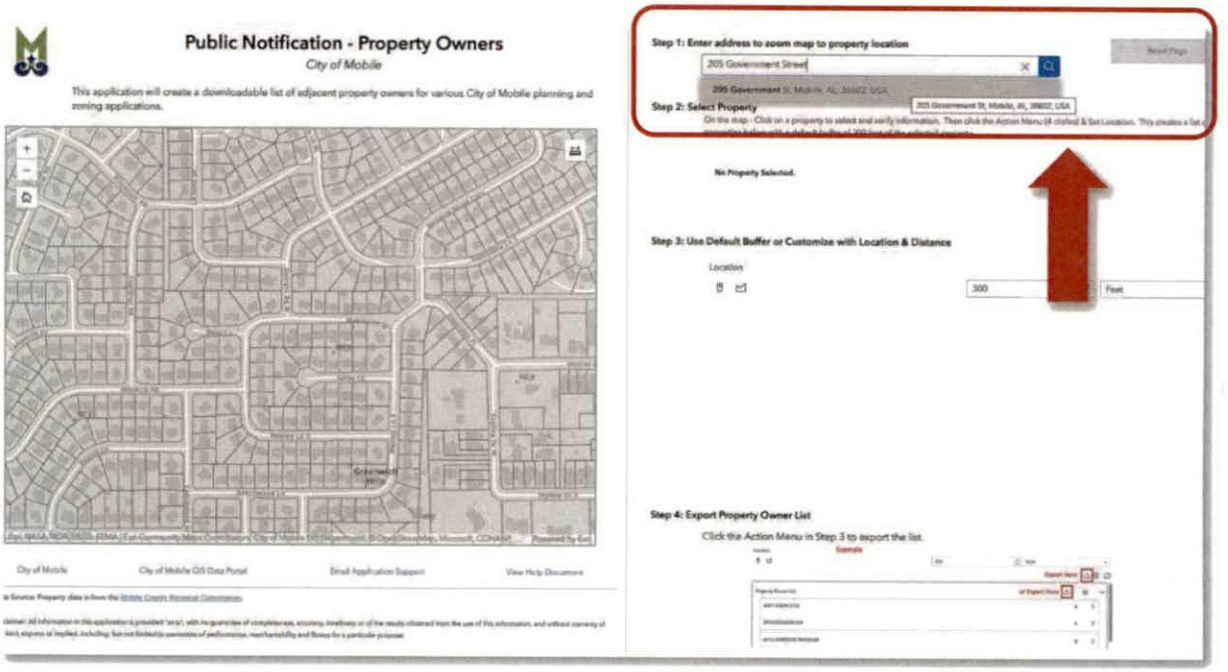


Figure 4

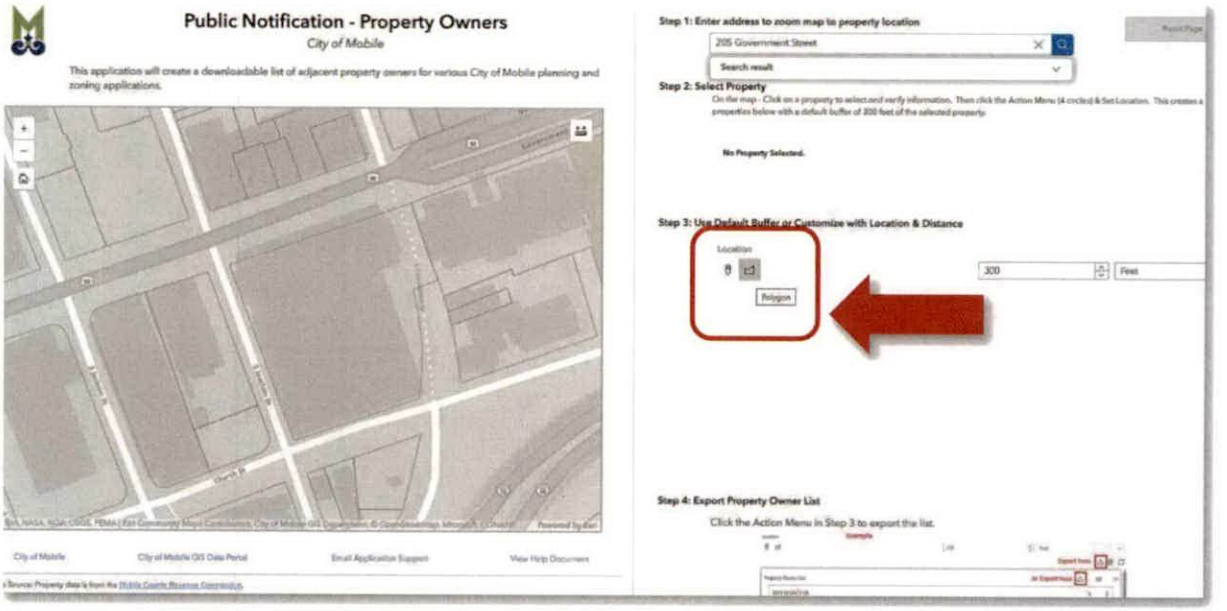


Figure 5

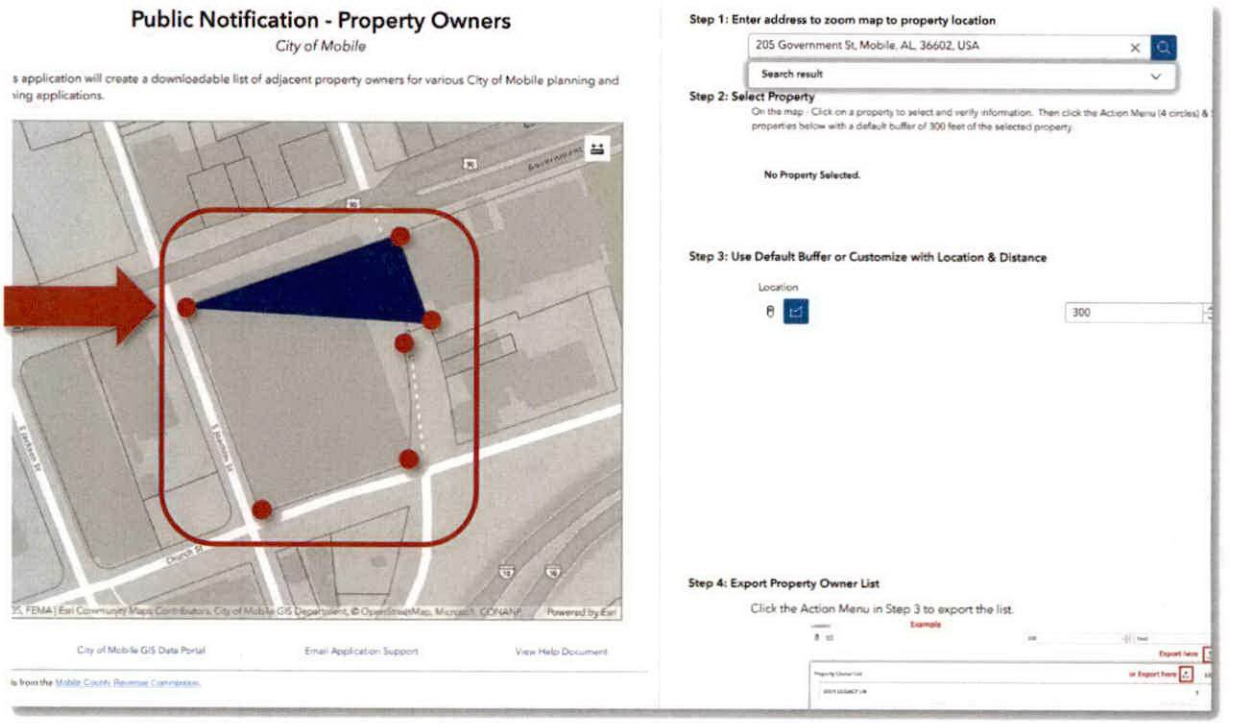


Figure 6

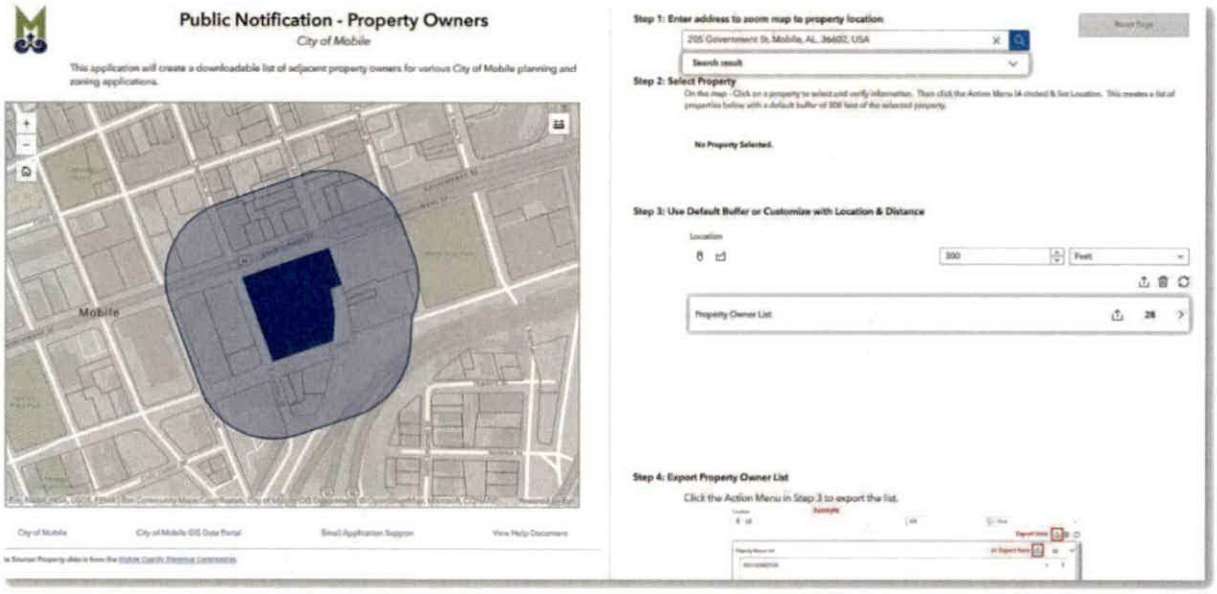


Figure 7

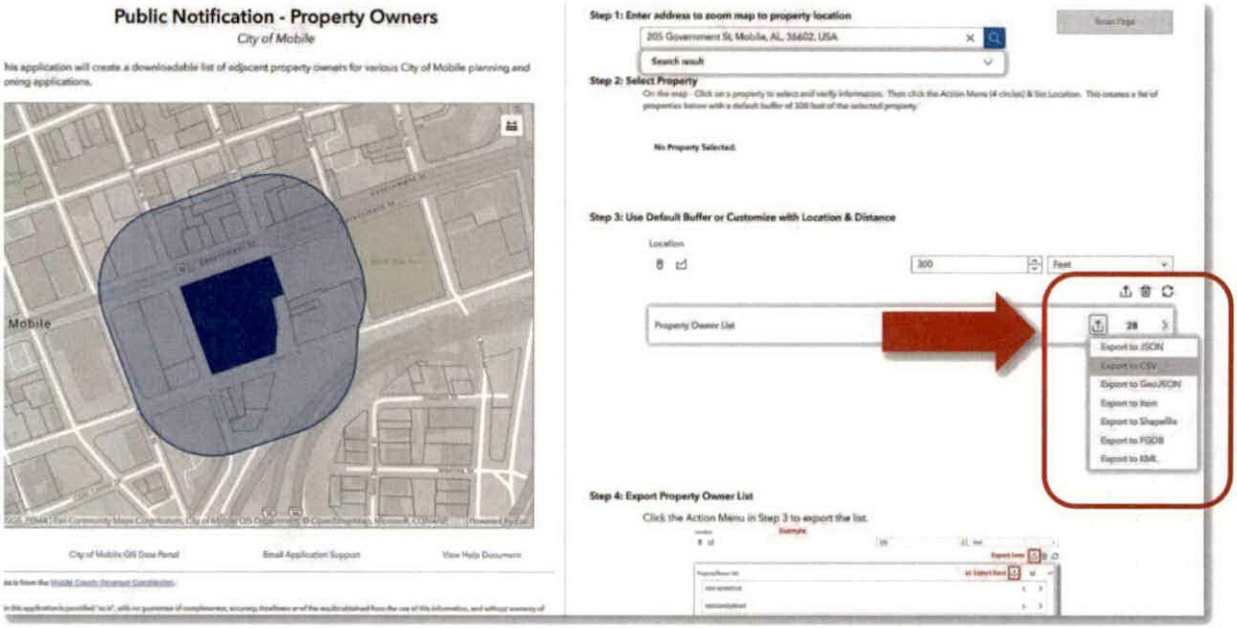


Figure 8

Notice of Neighborhood Meeting
[Date of Notice]

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **[Applicant's Name]** will be submitting to the Mobile City Planning Commission:

(1) [Application (e.g. Zoning Change to rezone the property at [Address] from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1))].

(2) [Application (e.g. Conditional Use Permit approval to allow use of the property located at [Address] as a Bed and Breakfast)].

The Neighborhood Meeting will be held at the following time, date, and location:

[Date]

[Time]

[Location]

You are receiving this notice because your property is located within 300 feet of **[Address of Subject Site]**, 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,

[Applicant/Agent's Signature]

[Applicant/Agent Name]
[Applicant/Agent's Company, if applicable]
[Applicant/Agent's Address]
[Applicant/Agent's Email Address]

SAMPLE

Neighborhood Meeting

Date: 4/23/2026

Time: 5:00

Location of Neighborhood Meeting: 5558 Moffett Rd Mobile 36618

Project Location: 5361 Moffett RD

Project/Application (e.g. Rezoning from R-1 to B-1):
Rezoning From R-1 To B-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: .4/23/2026

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 4/23/2026

Meeting Time: 5:00-6:00

Meeting Location: 5558 Moffett RD
Moffett Rd. Baptist Church

Below is a summary of the proposed project presented at the Neighborhood Meeting:

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

A poster of the site plan and potential lighting plan was posted during the meeting but not distributed.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

The residents were greeted by me, Nikita Pleasure and my assistant Bridget Lewis. We started the meeting by explaining our plans for opening a real estate office. We explained the location of the proposed addition of a larger office and a personal storage space on the property.

Shortly into the meeting we realized that most of the residents had confused our project with the one next door. The majority of the meeting was spent defending that we had no affiliation present or future which the project next door. They dont want McIntyre opened up as a street to Moffet rd. Finally,

Neighborhood Meeting Summary
Date: 4/23/2026
Applicant: Shalom Property Group llc
Meeting Location: 5558 Moffett rd
Application: Rezoning

(Meeting summary, continued)
The only remarks we got concerning my project was about lighting. Brian Kelly and Tomika Hughes wanted to make sure that their backyards remain dark . Multiple residents were excited to see the property cleaned off. The residents also stated they would not have shown up if they had realized it had nothing to do with the vacant lot next door.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:00

Applicant's signature attesting to the accuracy of this summary:

X _____ **Date:** 4/23/2026

Anchor Title, LLC
ALTA Universal ID 1070260
3173-B Dauphin Street
Mobile, AL 36606

File No./Escrow No.:	ATC28585
Print Date & Time:	December 26, 2025 at 08:14 AM
Officer/Escrow Officer:	Tracy Williamson
Settlement Location:	[redacted]
Property Address:	
Buyer:	Shalom Property Group, LLC
Seller:	Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet W. Wallen nka Janet Lynn Woodyard, and Marsha W. Hawkins
Lender:	
Settlement Date:	December 26, 2025
Disbursement Date:	December 26, 2025

Description		Seller Debit	Seller Credit
Financial			
Sale Price of Property			$ 120,000.00
Prorations/Adjustments			
County Taxes 10/01/25 to 12/26/25		$ 261.17	
Loan Charges to			
Other Loan Charges			
Impounds			
Title Charges & Escrow / Settlement Charges			
Title - Owner's Title Insurance to Anchor Title, LLC Coverage: $ 120,000.00 Premium: $ 410.00		$ 410.00	
Title - Abstract Fee	to RPR, LLC	$ 145.00	
Title - Attorney Fee	to RPR, LLC	$ 125.00	
Title - Notary Fee	to Nationwide Signing Services	$ 150.00	
Title - Seller Verification Fee	to CertifID	$ 40.00	
Title - Courier Fee	to Anchor Title, LLC	$ 70.00	
Title - Owner's Policy Processing		[redacted]	

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		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balances Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hewkins

Tracy Williamson, Escrow Officer

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		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julia E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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ALTA Settlement Statement Seller - Continued

		Debit	Credit
Fee	to Anchor Title, LLC	$ 275.00	
Commission			
Commission	to Wellhouse Real Estate, LLC Mobile	$ 3,000.00	
Government Recording and Transfer Charges			
Payoffs			
Miscellaneous			
Survey	to Stewart Surveying	$ 200.00	
Subtotals		$ 4,676.17	$ 120,000.00
Balance Due TO		$ 115,323.83	
TOTALS		$ 120,000.00	$ 120,000.00

Acknowledgement
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Karen W. Allen

Kathryn Bates Powell

Julie E. Mullen

Janet W. Wallen nka Janet Lynn Woodyard

Marsha W. Hawkins

Tracy Williamson, Escrow Officer

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(251126S8S.PFD/ATC28S8S/22)
Printed on 12/26/25 at 08:14 AM

		Debit	Credit
Recording Fees	to Mobile County Register of Deeds	$ 25.75	
Deed:$20.50 Mortgage:$0.00 E-Recording Fee:$5.25			
City/County Tax/Stamps	to Mobile County Register of Deeds	$ 120.00	
Payoffs			
Miscellaneous			
Survey $ 900.00 Paid by Wellhouse Real Estate, LLC Mobile	to Stewart Surveying		
Subtotals		$ 120,522.75	$ 1,261.17
Balance Due FROM			$ 119,261.58
TOTALS		$ 120,522.75	$ 120,522.75

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Anchor Title, LLC to cause the funds to be disbursed in accordance with this statement.

Shalom Property Group, LLC

BY: Nikita Pleasure, Member

Nikita Pleasure, Member

Tracy Williamson, Escrow Officer

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ATC28585

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **KAREN W. ALLEN,** a married woman, and **KATHRYN BATES POWELL,** a widowed woman, and **JULIE E. MULLEN,** a widowed woman, and **JANET W. WALLEN,** a single woman, and **MARSHA W. HAWKINS,** a divorced woman, hereinafter called the **GRANTORS,** for and in consideration of the sum of **ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($120,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTORS** by **SHALOM PROPERTY GROUP, LLC,** an Alabama limited liability company, hereinafter called the **GRANTEE,** does hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto the said **GRANTEE,** subject to the provisions hereinafter contained, all that real property in said County, State of Alabama, described as follows to-wit:

Beginning at the Southwest corner of Lot 23 Revised Overlook Heights Map Book 10, Page 265, in the Office of the Judge of Probate, Mobile County, Alabama. Thence run South 48°58'11" West along the West right of way line of Sawada Dr. (50' R/W) for 37.54 feet to a point; thence run North 38°24'31" West for 39.62 feet to a point; thence run South 49°33'44" West for 139.65 feet to a point; thence run North 41°00'11" West for 285.73 feet to a point; thence run North 49°15'29" East for 425.20 feet to the South right of way line of Moffett Road (R/W Varies): thence run South 41°04'33" East long the South right of way line for 324.62 feet to a point; thence run South 48°58'11" West for 250.22 feet to the point of beginning.

Property address: 5361 Moffett Road, Mobile, AL 36618

If married, Grantors hereby certify that the above described property does not constitute her homestead or the homestead of her respective spouse.

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
3. Easement to Alabama Power Company by instrument dated May 24, 1955 and recorded in Deed Book 647, Page 4.
4. Easement to Alabama Power Company by instrument dated April 30, 1956 and recorded in Deed Book 694, Page 342.
5. Pipeline Easement granted to Water Works Board of the City of Mobile by instrument dated March 16, 1951 and recorded in Deed Book 741, Page 495.
6. Right of way deed to the State of Alabama by instrument dated April 02, 1982 and recorded in Real Property Book 2338, Page 877.
7. Any portion of the subject property which may lie within the Right of Way of Moffatt Road.
8. Any claim arising by reason of the difference in record and calculated distances and bearings of lot lines as shown on the survey dated December 18, 2025 by Stewart Surveying, Inc.

TOGETHER WITH ALL AND SINGULAR rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said **GRANTEE** and to the successors and assigns of said **GRANTEE,** in fee simple, **FOREVER.**

AND, except as to the above and taxes hereafter falling due, which are assumed by the **GRANTEE,** the **GRANTORS** for **GRANTORS** and for the heirs and assigns of **GRANTORS,** do hereby **COVENANT AND WARRANT** to and with the said **GRANTEE** and the successors and assigns of said **GRANTEE,** that **GRANTORS** are seized of an indefeasible estate in fee simple in and to said real property, and has a good and lawful right to sell and convey the same; that **GRANTORS** are in quiet and peaceable possession thereof; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and **GRANTORS** do hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property, and the possession thereof, unto the said **GRANTEE,** and the successors and assigns of said **GRANTEE,** against the lawful claims and demands of all persons whomsoever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 26 day of Dec **2025.**

Karen W. Allen
KAREN W. ALLEN

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned **KAREN W. ALLEN** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 26 day of December, 2025.

D Mille
NOTARY PUBLIC
My Commission Expires: 1/11/26

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29 day of Dec **2025.**

KATHRYN BATES POWELL

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned **KATHRYN BATES POWELL** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29 day of December, 2025.

NOTARY PUBLIC
My Commission Expires: 1/11/26

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29 day of December 2025.

JULIE E. MULLEN

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned **JULIE E. MULLEN** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29th day of December, 2025.

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

NOTARY PUBLIC
My Commission Expires 03/19/2029

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 26 day of Dec 2025.

Janet Lynn Woodyard

JANET W. WALLEN now known as
JANET LYNN WOODYARD

STATE OF California

COUNTY OF Orange

Before me, the undersigned **JANET W. WALLEN** now known as **JANET LYNN WOODYARD** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29 day of December, 2025.

BRET R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

NOTARY PUBLIC
My Commission Expires: 1/7/28

ATC28585

IN WITNESS WHEREOF, the said **GRANTORS** have hereunto set their hands and seals on this the 29th day of December 2025.

MARSHA W. HAWKINS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned **MARSHA W. HAWKINS** whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily, on the day the same bears date.

GIVEN, under my hand and seal this 29th day of December, 2025.

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

NOTARY PUBLIC
My Commission Expires: 8/23/27

This instrument prepared by:
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800

Martha W Hawkins
Grantors' Mailing Address:
1916 Cedar Run Ct
Plant City FL 33563

Grantee's Mailing Address:

OWNER'S AFFIDAVIT

Seller: Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
Buyer: Shalom Property Group, LLC
Date: 12/22/25
Property: 5361 Moffett Road, Mobile, AL 36618

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally came before me, the undersigned attesting officer, Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins, who, on oath, depose and say that he/she/they is/are the owner(s) of certain real estate which is being offered by Deponent(s) to Shalom Property Group, LLC, the title to which was recently examined by Anchor Title, LLC, a description of which is as follows:

Beginning at the Southwest corner of Lot 23 Revised Overlook Heights Map Book 10, Page 265, in the Office of the Judge of Probate, Mobile County, Alabama. Thence run South 48°58'11" West along the West right of way line of Sawada Dr. (50' R/W) for 37.54 feet to a point; thence run North 38°24'31" West for 39.62 feet to a point; thence run South 49°33'44" West for 139.65 feet to a point; thence run North 41°00'11" West for 285.73 feet to a point; thence run North 49°15'29" East for 425.20 feet to the South right of way line of Moffett Road (R/W Varies); thence run South 41°04'33" East long the South right of way line for 324.62 feet to a point; thence run South 48°58'11" West for 250.22 feet to the point of beginning.

Deponent(s) further aver that the above-described property is the same that was inspected by Shalom Property Group, LLC, or its agents; that the improvements are within the limits of said-described property; and that there has been no violation of any restrictions that have been imposed on said lands, nor has any interest in the same been sold or conveyed, or any change made in the improvements thereon since said lands were inspected as aforesaid.

Deponent(s) further aver that he/she/they is/are in open, notorious, continuous, adverse and peaceable possession of said described lands and know of no one claiming any adverse interest in said lands whatsoever, except as is set out below.

Deponent(s) further aver that the real estate is owned by deponent(s), and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate.

Deponent(s) further aver that there are no suits, judgments, bankruptcies or executions pending him/her/them in any court whatever that could in any way affect the title to said lands, or constitute a lien thereon, and that he/she/they is/are not surety on the bond of any county official or any other bond that through default of the principal therein a lien would be created superior to any conveyance executed by Deponent(s), nor are there any loan deeds, trust deeds, mortgages or liens of any nature whatsoever unsatisfied against said lands, except as set out below.

Deponent(s) further aver that there are no unpaid bills of any nature, either for services of any architect, engineer, or any surveyor, or for labor or materials for any recent improvements that may have been placed on said lands, either in the construction or repair of any of the improvements thereon, except as set out below; and that there are no fixtures now installed in said buildings that have not been paid for in full.

Deponent(s) further aver that there are no liens for past-due taxes of any nature, paving, sidewalk, curbing, sewer or any other street improvements of any kind against said lands or Deponent(s).

Deponent(s) further aver that they have received no correspondence or other notification by mail, and have not been informed by publication in any newspaper, that a foreclosure proceeding is in progress or a foreclosure sale date set under any first mortgage secured by said property.

Deponent(s) further aver that the following are the only liens against said lands, to-wit:

see title commitment

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Karen W. Allen

Kathryn Bates Powell

State of Alabama

County of Mobile

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26 day of December, 2025.

Notary Public
My Commission Expires: 1/11/26

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Janet W. Wallen nka Janet Lynn Woodyard

State of CALIFORNIA

County of ORANGE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26 day of December, 2025.

Notary Public
My Commission Expires: 1/7/28

BRETT R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Julie E. Mullen

State of Texas

County of Harris

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wellen nka Janet Lynn Woodyard and Monika W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of December, 2025.

Notary Public
My Commission Expires: 03/19/2029

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Deponent(s) further agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Deponent says that there are no other sales contracts presently in force or in effect between the undersigned and any party regarding the sale of the subject property nor to the best of the undersigned's knowledge and belief are there any retention title contracts, bills of sale or other encumbrances of record affecting title to any personal property installed on said premises.

Marsha W. Hawkins

State of Florida

County of Hillsborough

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Karen W. Allen and Kathryn Bates Powell and Julia E. Mullen and Janet W. Wallen n/k/a Janet Lynn Woodyard and Marsha W. Hawkins whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 2025.

Notary Public
My Commission Expires 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392387
Expires 8/23/2027

STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 16 day of Dec 2025.

Indemnitor(s):

Karen W. Allen

Kathryn Bates Powell

Sworn to before me this 16 day of Dec, 2025.

Notary Public

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STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 26 day of December 2025.

Indemnitor(s):

Janet W. Wallen nka Janet Lynn Woodyard

Sworn to before me this 26 day of December, 2025.

Notary Public

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

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STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 29 day of December 2025.

Indemnitor(s):

Marsha W. Hawkins

Sworn to before me this 29 day of December, 2025.

Notary Public

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

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STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.: ATC28585

Premises Address / Location: 5361 Moffett Road, Mobile, AL 36618

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this 29th day of December 2025.

Indemnitor(s):

Julie E. Mullen

Sworn to before me this 29 day of December 2025.

Notary Public

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Copyright 1970-2025 Stewart Title Guaranty Company. All rights reserved. The use of this form (or any derivative thereof) is restricted to Stewart Title Guaranty Company, its issuing agents, and affiliates in good standing as of the date of use. All other uses are prohibited.

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

KWA KBP
Seller(s)

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

KWA KBP
Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

KWA KBP
Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

KWA KWP
Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

KWA KWP
Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

KWA KWP
Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

KWA KBP
Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

KWA KBP
Seller(s)

Signed and sworn to on this the 26 day of Dec, 2025

Karen W. Allen
Karen W. Allen

Kathryn Bates Powell
Kathryn Bates Powell

State of Alabama
County of Mobile

Sworn to and subscribed before me on this the 26 of Dec, 2025.

Notary Public
My Commission Expires: 1/11/26

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgement:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

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Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

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Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood Insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 26 day of December, 2025

Janet Lynn Woodyard

Janet W. Wallen nka Janet Lynn Woodyard

State of California

County of Orange

Sworn to and subscribed before me on this the 26 of December, 2025.

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Notary Public
My Commission Expires: 1/7/28

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgment:

The Undersigned do hereby agree and acknowledge that the closing agent, Anchor Title, LLC, (hereinafter referred to as "Anchor") is acting solely as an escrow agent for this transaction; that Anchor is not a law firm; and that Anchor is prohibited by law from giving legal advice. We acknowledge that we have been given the opportunity to obtain independent legal counsel and advice for the closing of this transaction and have either done so to our satisfaction or have declined to do so.

Seller(s)

Payoffs:

Seller understands that the payoff amount(s), if applicable, shown on the ALTA Settlement Statement and/or Closing Disclosure, was/were supplied to Anchor by the lender(s) of the Seller and are subject to confirmation upon tender of payment. If the payoff amount(s) supplied by the lender(s) of the Seller are inaccurate such that they are insufficient to satisfy the loan amount(s), Seller(s) agree(s) to immediately pay any shortages that may exist.

Seller(s)

Tax Assessments and Prorations:

Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

Buyer and Seller fully understand and acknowledge that the tax proration has been based on information furnished to Anchor by the County Tax Assessor's Office. We understand that the tax prorations were based on the taxes due for the preceding year. In the event of any change for the current year, all necessary adjustments must be made between Seller and Buyer. Any deficit in delinquent taxes will be reimbursed to Anchor by the Seller.

Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

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Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

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Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

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The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Seller(s)

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Seller(s)

Signed and sworn to on this the 29th day of December, 2025

Marsha W. Hawkins

State of Florida

County of Hillsborough

Sworn to and subscribed before me on this the 29th of December, 2025.

Notary Public

My Commission Expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

The Undersigned is/are over the age of nineteen (19) years and have personal knowledge of the facts and statements as contained herein.

ALTA Settlement Statement and/or Closing Disclosure:

The Undersigned has/have checked, reviewed and approved the figures appearing on the ALTA Settlement Statement(s) and/or Closing Disclosure.

The Undersigned have carefully reviewed the ALTA Settlement Statement and/or Closing Disclosure and to the best of my/our knowledge and belief, it is/they are a true and accurate statement of all receipts and disbursements made on my/our account and by me/us in this transaction. I/We further certify that I/We have received a copy of the ALTA Settlement Statement and/or Closing Disclosure.

Seller(s)

Closing/Settlement Acknowledgment:

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Seller(s)

Payoffs:

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Seller(s)

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Buyer fully understands that I/we am/are responsible for changing the current tax assessment to my/our name(s) and claiming my/our homestead exemption if the property is to be my/our primary residence. Failure to assess the property or claim homestead exemption may result in possible penalties and payment of higher taxes.

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Seller(s)

Copy Package Acknowledgement:

Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

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Seller(s)

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Seller(s)

Insurance:

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Errors & Omissions:

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The Undersigned agrees to comply with Anchor's request(s) within 10 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

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Seller(s)

Signed and sworn to on this the 29 day of December, 2025

Julie E. Mullen

State of Texas

County of Harris

Sworn to and subscribed before me on this the 29 of December, 2025.

Notary Public
My Commission Expires: 03/19/2029

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

ANCHOR TITLE COMPANY

GENERAL ACKNOWLEDGEMENT AND HOLD HARMLESS

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen, Kathryn Bates Powell, Julie R. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

Personally appeared before me, the undersigned authority, a Notary Public in and for said county, in said state, the Buyer(s) and Seller(s) identified above, (hereinafter referred to as "Buyer" and "Seller," respectively, whether one or more, or collectively the "Undersigned"), who are personally known to me or who has produced valid photographic identification, and after having been duly sworn did depose and say as follows:

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Buyer hereby certifies that I/we have received a complete copy of all of the documents that I/ we signed at closing, including all documents provided by my/our Lender to be signed by me/us at closing, if applicable.

Real Estate Agency Representation:

The licensed real estate brokerage(s) representing me/us in this transaction, if any, as shown in the ALTA Settlement Statement and/or Closing Disclosure, is/are the only real estate agent/brokerage that the Undersigned have engaged to represent him/her/them. The real estate brokerage(s) receiving a commission as shown on the ALTA Settlement Statement and/or Closing Disclosure, if any, are the only real estate agent(s) or brokerage(s) entitled to receive a commission from this transaction. The Undersigned acknowledge that I/we have not entered into an agreement with any other real estate agent(s) or brokerage(s) to represent me/us, whether specific to this transaction or to assist in identifying or purchasing a potential property, which could potentially entitle such agent(s) or brokerage(s) to a commission.

The Undersigned further agree that if Anchor becomes aware of a dispute as to agent/brokerage representation at any point prior to the final disbursement of the proceeds from the sale or purchase of the Property, Anchor may in its sole and absolute discretion elect to suspend and/or discontinue providing title and/or settlement services until such dispute is resolved by me/us and any agent or brokerages involved, and that Anchor shall not be liable for any damages, direct or indirect, that may result from such decision.

Insurance:

Buyer acknowledges that Anchor is not responsible for verifying or maintaining any hazard and/or flood insurance coverage, deductibles, escrows and/or premiums with regards to the hazard and/or flood insurance. Buyer also fully understands any and all premiums which are due for said policies are the responsibility of Buyer to pay. Any premiums collected by Anchor will be at the sole discretion and direction of the Lender with which Buyer is obtaining financing and any unpaid premiums must be paid by us directly to the insurance company(ies). Buyer shall immediately notify Anchor if Buyer receives notice from a company issuing such coverage(s), if any, that the premium collected on the Settlement Statement and/or Closing Disclosure was not received or is deficient in anyway.

Buyer acknowledges that Buyer has had the right to select insurance of Buyer's own choice and was in no way forced by any representative or employee of Anchor to choose any certain insurance company or insurance agent.

Errors & Omissions:

The Undersigned, for and in consideration of Anchor serving as settlement agent and performing the closing functions, including, but not limited to, disbursing the fund from the closing of the above referenced property, agrees, if requested by Anchor, to fully cooperate and adjust for omitted documentation and/or clerical errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Anchor to enable Anchor to insure marketable title, disburse the funds and perform the other functions as settlement agent in compliance with Buyer's lender's instructions and in the due course of Anchor's policies and procedures..

The Undersigned agrees to comply with Anchor's request(s) within 30 days from the date of mailing of said requests. The Undersigned agree to assume all costs including by way of illustration and not limitation, actual expenses, attorney fees, costs and marketing losses for failing to comply with correction requests within 30 days of Anchor's request(s).

The Undersigned further agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, the Undersigned shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Hold Harmless:

The Undersigned understand that Anchor is relying on my/our statements and representations as hereinabove set forth when closing the transaction, disbursing proceeds and issuing one or more policies of title insurance in accordance with the signed settlement statement. The Undersigned agree that to the extent any statement or representation made herein is false or incorrect that the Undersigned shall hold Anchor and the title insurance company on which an owners and/or loan policy(ies) of title insurance in this transaction harmless from any loss or damage, liability, costs, expenses, and fees, including attorney fees and costs of court, that Anchor and/or the title insurer shall incur as a result of any inaccuracies in the statements and representations made herein.

Signed and sworn to on this the ___ day of _____, 2025

Shalom Property Group, LLC

Nikita Pleasure, Member

Nikita Pleasure, Member (Dec 30, 2025 11:33:06 CST)

Nikita Pleasure, Member

ANCHOR TITLE COMPANY

HOLD HARMLESS and INDEMNITY AGREEMENT

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

I/We, as Purchasers/Sellers of the Property referenced above, are aware that one or more of the following items was not required as a condition of the closing and settlement of the Property by ANCHOR TITLE, LLC (the "Title Company"). I/We do agree to hold harmless and indemnify the Title Company, its agents, employees, and assigns for any and all losses, costs, damages and/or expenses of any nature whatsoever, including a reasonable attorney's fee, resulting from, arising out of or in any manner whatsoever related to any of the following named items:

MOLD/FUNGUS INSPECTION:

☑ I/We elect not to obtain a Mold/Fungus Inspection prior to closing. I/We are aware that no determination has been made regarding the formation, growth, presence, release, dispersal, containment, removal, testing for or detection of any molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. This election is not based upon any representations made prior to the closing by Anchor Title, LLC, the Lender, its agents or employees. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Mold/Fungus Inspection has occurred and a Report produced. I/We acknowledge any and all active and prior infestation of any and all molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

TERMITE INSPECTION:

☑ I/We elect not to obtain a Termite Inspection prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any previous or present infestation of any form of wood destroying organisms or damage to the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Termite Inspection has occurred and a Wood Infestation Report produced. I/We acknowledge any and all active infestation by termites or other wood destroying organisms to the home or any other building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other document or documents. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

PROPERTY SURVEY:

☐ I/We elect not to obtain a Survey prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any dispute over boundaries or any item which should have appeared on a survey or otherwise, we understand that we will be responsible for resolving any dispute or otherwise and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☑ I/We elect to obtain or are aware that a Survey of the home located at the referenced property address has been conducted and a Survey produced and that there has been no review of the Survey by the Title Company and that the Title Company does not make any representations as to the correctness or accuracy of the boundary lines or any encroachments or easements which may be noted in a survey and I/We agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless. .

Seller

Seller

State of Alabama
County of Mobile

The foregoing instrument was acknowledged before me this 2d day of Dec, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public
My Commission Expires: 1/11/26

Seller

State of Texas County of Harris

The foregoing instrument was acknowledged before me this 29 day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

JUWANA KAY TURNER
Notary ID #129353019
My Commission Expires
Mar 19, 2029

Notary Public
My Commission Expires: 03/19/2029

Janet Lynn Woodyard

Seller

State of CALIFORNIA County of ORANGE

The foregoing instrument was acknowledged before me this 26 day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public

My Commission Expires: 1/7/28

BRET P. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

Seller Marsha W. Hawkins

State of Florida County of Hillsborough

The foregoing instrument was acknowledged before me this 29th day of December, 2025, by Karen W. Allen and Kathryn Bates Powell and Julie R. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins who is/are personally known to me or who has produced driver license as identification.

Notary Public
My Commission Expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 382897
Expires 8/23/2027

ANCHOR TITLE COMPANY

HOLD HARMLESS and INDEMNITY AGREEMENT

BUYER(S): Shalom Property Group, LLC
SELLER(S): Karen W. Allen, Kathryn Bates Powell, Julie B. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins
PROPERTY: 5361 Moffett Road, Mobile, AL 36618

I/We, as Purchasers/Sellers of the Property referenced above, are aware that one or more of the following items was not required as a condition of the closing and settlement of the Property by ANCHOR TITLE, LLC (the "Title Company"). I/We do agree to hold harmless and indemnify the Title Company, its agents, employees, and assigns for any and all losses, costs, damages and/or expenses of any nature whatsoever, including a reasonable attorney's fee, resulting from, arising out of or in any manner whatsoever related to any of the following named items:

MOLD/FUNGUS INSPECTION:

☑ I/We elect not to obtain a Mold/Fungus Inspection prior to closing. I/We are aware that no determination has been made regarding the formation, growth, presence, release, dispersal, containment, removal, testing for or detection of any molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. This election is not based upon any representations made prior to the closing by Anchor Title, LLC, the Lender, its agents or employees. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Mold/Fungus Inspection has occurred and a Report produced. I/We acknowledge any and all active and prior infestation of any and all molds, fungi, spores, or other similar growths or organic matter, including but not limited to aspergillus, penicillium, or any other strain or type of Stachybotrys, commonly referred to as "Black Molds" located at the above property address. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

TERMITE INSPECTION:

☑ I/We elect not to obtain a Termite Inspection prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any previous or present infestation of any form of wood destroying organisms or damage to the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Termite Inspection has occurred and a Wood Infestation Report produced. I/We acknowledge any and all active infestation by termites or other wood destroying organisms to the home or any other building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other document or documents. I/We acknowledge any and all damage resulting therefrom or any damage caused by any previous infestation, whether or not such damage is shown by the Report, if any, or other document or documents. In the event there exists any of the above in, on or around the property, we understand that we may be responsible for any repairs or treatment and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

PROPERTY SURVEY:

☑ I/We elect not to obtain a Survey prior to closing. This election is not based upon any representations made prior to the closing by the Title Company, its agents or employees. In the event there exists any dispute over boundaries or any item which should have appeared on a survey or otherwise, we understand that we will be responsible for resolving any dispute or otherwise and agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

☐ I/We elect to obtain or are aware that a Survey of the home located at the referenced property address has been conducted and a Survey produced and that there has been no review of the Survey by the Title Company and that the Title Company does not make any representations as to the correctness or accuracy of the boundary lines or any encroachments or easements which may be noted in a survey and I/We agree to hold Anchor Title, LLC, the Lender, its agents and employees harmless.

Nikita Pleasure, Member

Buyer

stewart
title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☑ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: _____ (date)
Karen W. Allen

Signed: _____ (date)
Kathryn Bates Powell

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

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2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

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If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: Julie E. Mullen 12/29/05 (date)

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

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Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: Janet Lynn Woodyard (date) 12/26/25
Janet W. Wallen nka Janet Lynn Woodyard

stewart
title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen and Kathryn Bates Powell and Julie E. Mullen and Janet W. Wallen nka Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☑ decline ☐ settlement or closing protection

Seller(s) request ☐ decline ☑ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

SELLER(S):

Signed: _____ (date)
Marsha W. Hawkins

stewart title guaranty company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: Shalom Property Group, LLC
Karen W. Allen, Kathryn Bates Powell, Julie B. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

RE: AGENT: ANCHOR TITLE, LLC
AGENT FILE NUMBER: ATC28585

In accordance with Alabama law, specifically §27-3-5.1, Code of Alabama, 1975, this disclosure of availability of closing or settlement protection is required to be made to you.

You are the lender, purchaser, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Stewart Title Guaranty Company and in the form previously approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is $50.00 in the case of a lender, $50.00 in the case of a purchaser or borrower or lessee, and $50.00 in the case of a seller or lessor.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "Letter"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the Letter:
1). Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
2). Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the Letter, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the Letter, or if you have indicated below that you request settlement or closing protection, and have paid the cost therefore, as indicated above.

If title insurance is not purchased by any party, this offer of closing or settlement protection is void.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice.

Buyer/Borrower(s) request ☐ decline ☑ settlement or closing protection

Seller(s) request ☐ decline ☐ settlement or closing protection

Lender requests ☐ declines ☐ settlement or closing protection

PURCHASER(S):

Signed: Nikita Pleasure, Member (date)
Shalom Property Group, LLC

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES ANCHOR TITLE, LLC DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anchor Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Anchor Title, LLC notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Anchor Title, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Anchor Title, LLC collect my personal information? X_____ X_____ Initials Initials	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	[redacted]

IXL REAL ESTATE©

BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/26/25

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We further understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

Sellers agree to maintain property to the possession date in the same condition as it is at close. Buyers reserve the right to perform another walk-thru prior to taking possession.

(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☑) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller
Buyer	Seller
Witness	Witness



BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/26/25

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Buyer	Seller
Buyer	Seller
Witness	Witness

IXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/29/25

ADDRESS: 5381 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. iXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold iXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to this property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 29th day of December, 2025.

			12/29/25
Purchaser	Date	Seller Marsha W. Hawkins	Date
Purchaser	Date	Seller	Date
			12-29-25
Witness	Date	Witness	Date

IXL REAL ESTATE

BUYERS FINAL INSPECTION/WALK THROUGH

Date: 12/29/2025

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Buyer	Seller
Buyer	Seller
Witness	Witness



BUYERS FINAL INSPECTION/WALK THROUGH

Date: _____

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(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Nikita Pleasure, Member	
Buyer	Seller
Buyer	Seller
Witness	Witness

iXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/26/25

ADDRESS: 5361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

KNOW ALL MEN by these presents, that the undersigned does hereby agree to the following:

1. Buyer is purchasing the property in "as is" condition.
2. iXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
3. All of my questions regarding the subject property have been answered to my complete satisfaction.
4. Having had full opportunity to have the property professionally inspected, Buyer agrees to hold iXL Real Estate, its Agents and Employees harmless with the respect to any defects in the property, including any active infestation by termites or other wood destroying organisms to the home or any building located on said property or any damages resulting therefrom or any damages caused by any previous infestation by termites or other wood destroying organisms, active, existing or pre-existing wood destroying fungus whether or not such damage is shown by the attached termite letter, if any, or other documents.
5. Having had full opportunity to have the property surveyed, Buyer agrees to accept the property without reservation.
6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold iXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 26 day of Dec, 20 25

		Karen Allen 12-26-25	
Purchaser	**Date**	**Seller**	**Date**
		Kathryn Bates Powell 12-29-25	
Purchaser	**Date**	**Seller**	**Date**
		12/26/25	
Witness	**Date**	**Witness**	**Date**

iXL REAL ESTATE



Hold Harmless Agreement

DATE: 12/26/25

ADDRESS: 5361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

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IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 26 day of December, 2025

		Janet Lynn Woodyard	12/26/25
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date



BUYERS FINAL INSPECTION/WALK THROUGH

Date: _____

I/We hereby declare that we have inspected the house that I/we are buying, located at 5361 Moffett Road, Mobile, AL 36618

I/We find the heating, cooling, electrical, gas and plumbing systems and all mechanical equipment to be in working order, and I/we hereby affirm that all conditions of the Purchase Agreement have been complied with by seller.

I/We accept the property and the house without any reservations in its present "as is" condition and agree to hold harmless the seller, IXL Real estate , and their agents, from all liability in regards to the existing or future condition of the above subject property.

I/We expressly agree that the decision to purchase the property was based on my/our own inspection and evaluation and that neither the broker nor the agents have made any representations, statement or claims as to the condition of the property. I/We farther understand that the real estate agent is accompanying us on this walk-through as a courtesy, not as a person qualified to inspect, detect or repair structural defects, malfunctioning systems, equipment, or appliances. Prior to this date, we have been given the opportunity to have a qualified person of our choice inspect the property and we (☐) HAVE (☐) HAVE NOT chosen to do so.

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(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We accept and will pay the applicable fee at closing.
(☐) The Homeowners Buyer Protection Plan has been offered to us. I/We hereby waive the coverage.
(☐) The Homeowners Buyer Protection Plan is being provided by the Seller at close.

Buyer	Seller Martha W. Hawkins
Buyer	Seller
Witness	Witness

IXL REAL ESTATE

Hold Harmless Agreement

DATE: 12/29/25

ADDRESS: 5381 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Estes Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

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2. IXL Real Estate, its Agents and Employees are making no representations regarding the property and are not warranting any condition of the property.
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6. Either the Buyer or the Seller has personally chosen any and all persons that have provided any repairs or improvements to the property, and Buyer and Seller expressly agree to hold IXL Real Estate, its Agents and Employees harmless for any claim or damage relating thereto.

IN WITNESS WHEREOF, the undersigned has executed this agreement on this the 29 day of December, 2025

		[signature] 12/29/2025	
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date



Hold Harmless Agreement

DATE: _____

ADDRESS: 6361 Moffett Road, Mobile, AL 36618

SELLER: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

BUYER: Shalom Property Group, LLC

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IN WITNESS WHEREOF, the undersigned has executed this agreement on this the _____ day of _____, 20__.

Nikita Pleasure, Member			
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Witness	Date	Witness	Date

Wellhouse Real Estate, LLC Date: _____
Hold Harmless Agreement

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

The undersigned hereby agrees to release and hold harmless Wellhouse Real Estate, LLC, and it's agents from any and all loss, cost, damage, expense, claim, demand and/or lawsuit related in any way to the following:

1. Any repairs and/or improvements to the property, house and/or any of its component parts, including by not limited to appliances, equipment, plumbing, wiring, air conditioning systems and/or heating systems.
   ALSO
2. A current survey is not being provided on the above referenced property. Buyer assumes any results or consequences of any conditions that a survey may reveal including, but not limited to, encroachments, overlaps, boundary line disputes, flood zones, and any matters not of record taht would be disclosed by an accurate survey and inspection of the property.
   AND
3. Buyer understands that the mortgage lender did notmake a new survey being provided a requirement of the mortgage loan. However, Wellhouse Real Estate, LLC encourages all buyers to furnish a new survey on every sale. Buyer, being aware of the contents of the above paragraph is electing to waive the right to furnish a new survey and desires to proceed to close of the sale.
   AND
4. Buyer acknowledges having received an opportunity to review a copy of the commitment for title insurance being provided by the following title company Anchor Title, LLC. Their file/case number ATC28585 and being aware of the contents of it is satisfied to accept this property and to proceed to close of the sale. Exceptions in Schedule B.

In witness whereof, the undersigned has executed on this the 26 day of Dec, 2025

Seller: Karen W. Allen Seller: Kathryn B. Powell

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the 26 day of Dec, 2025

_____
Notary Public
My commission expires: 1/11/84

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/26/25

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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   AND
4. Buyer acknowledges having received an opportunity to review a copy of the commitment for title insurance being provided by the following title company: Anchor Title, LLC. Their file/case number ATC28585 and being aware of the contents of it is satisfied to accept this property and to proceed to close of the sale. Exceptions in Schedule B.

In witness whereof, the undersigned has executed on this the 26 day of December, 2025.

Seller: _____ Seller: Janet Lynn Woodyard

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20___.

_____
Notary Public
My commission expires: _____

CALIFORNIA
JURAT CERTIFICATE

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 26 day of December, 2025

by Janet Lynn Woodyard,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

BRET R. HOFFER
Commission # 2478744
Notary Public - California
ORANGE County
My Comm. Expires JAN 7, 2028

(Notary Seal)

Signature of Notary Public

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

(Title of document)

Number of Pages _____ (Including jurat)

Document Date _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
- ☐ Corporate Officer
- ☐ Partner
- ☐ Attorney-In-Fact
- ☐ Trustee
- ☐ Other: _____

MMX V. BAN2 510.409.1334 www.BayAreaNotary.com

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/29/25

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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   ALSO
2. A current survey is not being provided on the above referenced property. Buyer assumes any results or consequences of any conditions that a survey may reveal including, but not limited to, encroachments, overlaps, boundary line disputes, flood zones, and any matters not of record that would be disclosed by an accurate survey and inspection of the property.
   AND
3. Buyer understands that the mortgage lender did not make a new survey being provided a requirement of the mortgage loan. However, Wellhouse Real Estate, LLC encourages all buyers to furnish a new survey on every sale. Buyer, being aware of the contents of the above paragraph is electing to waive the right to furnish a new survey and desires to proceed to close of the sale.
   AND
4. Buyer acknowledges having received an opportunity to review a copy of the commitment for title insurance being provided by the following title company Anchor Title, LLC. Their file/case number ATC28585 and being aware of the contents of it is satisfied to accept this property and to proceed to close of the sale. Exceptions in Schedule B.

In witness whereof, the undersigned has executed on this the 29th day of December, 2025.

Seller: _____ Seller: _____
Marsha W. Hawkins

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the 29th day of December, 2025.

_____
Notary Public
My commission expires: 8/23/27

Notary Public State of Florida
Johna JF Wright
My Commission HH 392397
Expires 8/23/2027

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: 12/29/2025

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julia E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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In witness whereof, the undersigned has executed on this the 29 day of December, 2025

Seller: _____ Seller: _____

Buyer: _____ Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20___.

_____
Notary Public
My commission expires: 08/19/2029

Wellhouse Real Estate, LLC
Hold Harmless Agreement

Date: _____

Property Address: 5361 Moffett Road, Mobile, AL 36618
Buyer: Shalom Property Group, LLC
Seller: Karen W. Allen, Kathryn Bates Powell, Julie E. Mullen, Janet Lynn Woodyard and Marsha W. Hawkins

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In witness whereof, the undersigned has executed on this the _____ day of _____, 202__.

Seller: _____ Seller: _____

Buyer: Nikita Pleasure, Member Buyer: _____

Witness:
Sworn to and subscribed before me on this the ___ day of _____, 20___.

_____
Notary Public
My commission expires: _____

FINAL WALK THRU INSPECTION OF PROPERTY

Buyer(s) hereby declare that Buyer(s) have inspected the property located at 5361 Moffett Road Mobile, AL 36618 including heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems and all included appliances on _____ (date) and that WITHOUT ANY RESERVATIONS, Buyer(s) accept this property and its heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems, and all included appliances in their present "AS IS" condition.

Prior to this date, Buyer(s) have been given the opportunity to have a qualified person of Buyer(s) choice inspect the property on Buyer(s) behalf and HAVE [ ] [ ] HAVE NOT [ ] [ ] chosen to do so (Buyer(s) to initial appropriate blank). The Buyer(s) understand that if an agent accompanies the Buyer(s) on this final inspection, it is as a courtesy only and not as a person qualified to detect any defects.

Buyer(s) agree to indemnify and hold brokers and agents harmless against all claims, damages, losses, expenses or liabilities including attorney fees and expenses arising out of the condition of the property including but not limited to: heating, cooling and air conditioning equipment including any window units, plumbing and electrical systems and all included appliances.

Buyer(s) hereby affirm that all conditions concerning the foregoing contained in the Purchase Agreement dated 11/20/2025 have been complied with by the seller(s).
Exceptions: _____

Dated _____

Buyer Nikita Pleasure, Member Nikita Pleasure, Member (Dec 28, 2025 12:53:58 CST) Witness [ ]

Buyer [ ] Witness [ ]

This form is intended solely for the use of REALTOR members of the Mobile Area Association of REALTORS, Inc. 9/99

Printed Using Professional Computer Forms Co. On-Line Forms Software 7/00



Planning Commission
May 21, 2026

Agenda Item # 12

ZON-UDC-003729-2026

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

Applicant Materials for Consideration

DETAILS

Location:
5361 Moffett Road

Applicant / Agent:
Nikita Pleasure

Property Owner:
Shalom Property Group, LLC

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

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to B-3 Suburban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

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

STAFF COMMENTS

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant requests the rezoning of the subject property from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District, to allow use of the existing residence as a small real estate office. In support of the request, the applicant states that the property is located along the Moffett Road corridor, which has transitioned from primarily residential development to a mixture of commercial, office, and service-oriented uses. The applicant further states that the proposed office use would maintain the residential scale and character of the existing structure while incorporating limited site improvements, including parking, ADA accessibility upgrades, landscaping, and lighting improvements. According to the applicant, the proposed use would generate minimal impacts and support reinvestment and revitalization along the corridor in a manner consistent with the goals of Map for Mobile.

A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

The subject site is entirely surrounded by properties zoned R-1, Single-Family Residential Suburban District.

The submitted site plan depicts the existing 2,264± square-foot dwelling proposed to be expanded with a 1,225± square-foot addition on the west side of the structure, as well as a new 1,357± square-foot storage building. The submitted plan also depicts parking, access, and maneuvering areas that do not appear to comply with the standards of Article 3 of the Unified Development Code (UDC). It should be noted that, if the rezoning is approved, all site plans submitted at the time of permitting must demonstrate full compliance with all applicable UDC requirements.

Any proposed signage must comply with the UDC and will require separate permitting through the Planning and Zoning Department.

It should also be noted that the subject site is currently a metes-and-bounds parcel and not a legal lot of record. If the rezoning is approved, the applicant should be advised that a one-lot Subdivision application will be required prior to the issuance of permits for new construction on the site.

The Unified Development Code (UDC) states that rezonings should promote sound, stable, and desirable development patterns and be evaluated for consistency with the Comprehensive Plan, surrounding development patterns, compatibility with adjacent uses, infrastructure capacity, changing conditions in the area, and the broader public benefit of the request.

The subject site is designated Mixed Commercial Corridor on the Future Land Use Map (FLUM), a designation that generally supports commercial, office, and service-related uses along major transportation corridors. As such, the proposed office use appears generally consistent with the intent of the FLUM and the goals of Map for Mobile encouraging reinvestment and adaptive reuse along established corridors. The applicant does not allege that the existing R-1 zoning was established in error, but instead bases the request on changing conditions along portions of the Moffett Road corridor.

However, the subject site remains within a predominantly residential area and is surrounded by properties zoned R-1, Single-Family Residential Suburban District. While commercial zoning and uses exist farther west along Moffett Road, the properties immediately surrounding the site remain residential in both zoning and character. Additionally, the transition from predominantly residential development to a more intensive mix of commercial and residential uses appears to occur farther east along the corridor, rather than in the immediate vicinity of the site. Therefore, the requested B-3 zoning classification may be more intensive than necessary to accommodate the applicant's proposed use of a small real estate office within the existing residence.

The applicant proposes to maintain the residential character and scale of the existing structure and indicates that the office would operate during normal business hours with minimal external impacts. Given those representations, a less intensive zoning classification, such as B-1, Buffer Business District, may be more compatible with the surrounding residential context while still accommodating the proposed office use. Additionally, B-1 zoning could provide a more appropriate transitional buffer between nearby residential properties and the more intensive commercial uses located farther west along the corridor.

The applicant also proposes site improvements including parking, ADA accessibility upgrades, landscaping, and down-shielded lighting, which may improve the appearance and functionality of the site. The site is already served by existing public infrastructure and utilities, and the proposed low-intensity office use does not appear likely to create infrastructure capacity concerns.

Overall, while the proposed office use appears relatively low-intensity and generally consistent with the Mixed Commercial Corridor FLUM designation, consideration should be given to whether the requested B-3 zoning classification is appropriate within the predominantly residential context of the immediate area, or whether a less intensive commercial classification would better balance the proposed use with the established development pattern along this portion of the corridor.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the

Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

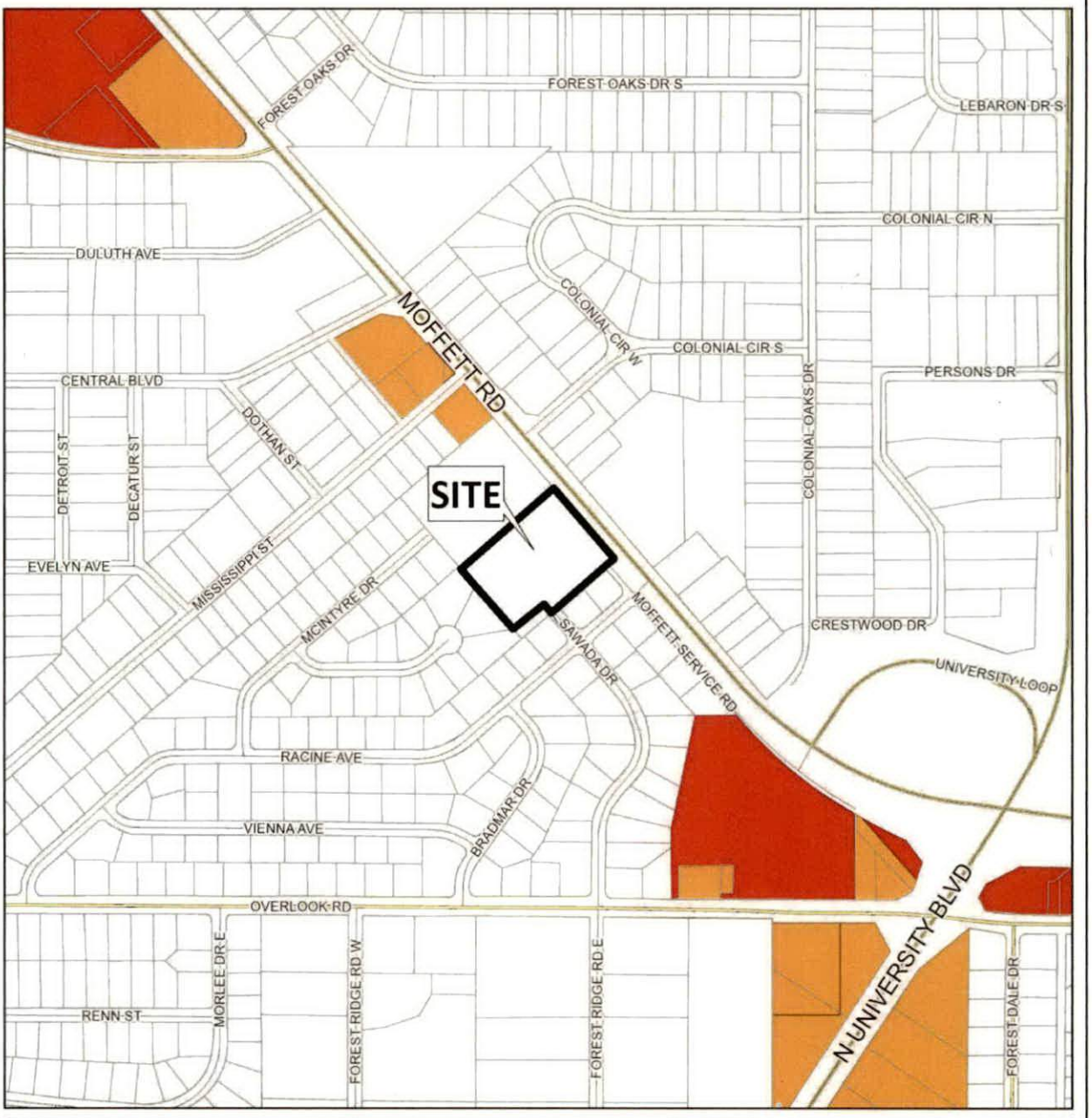
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to either B-1 or B-3, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE May 21, 2026

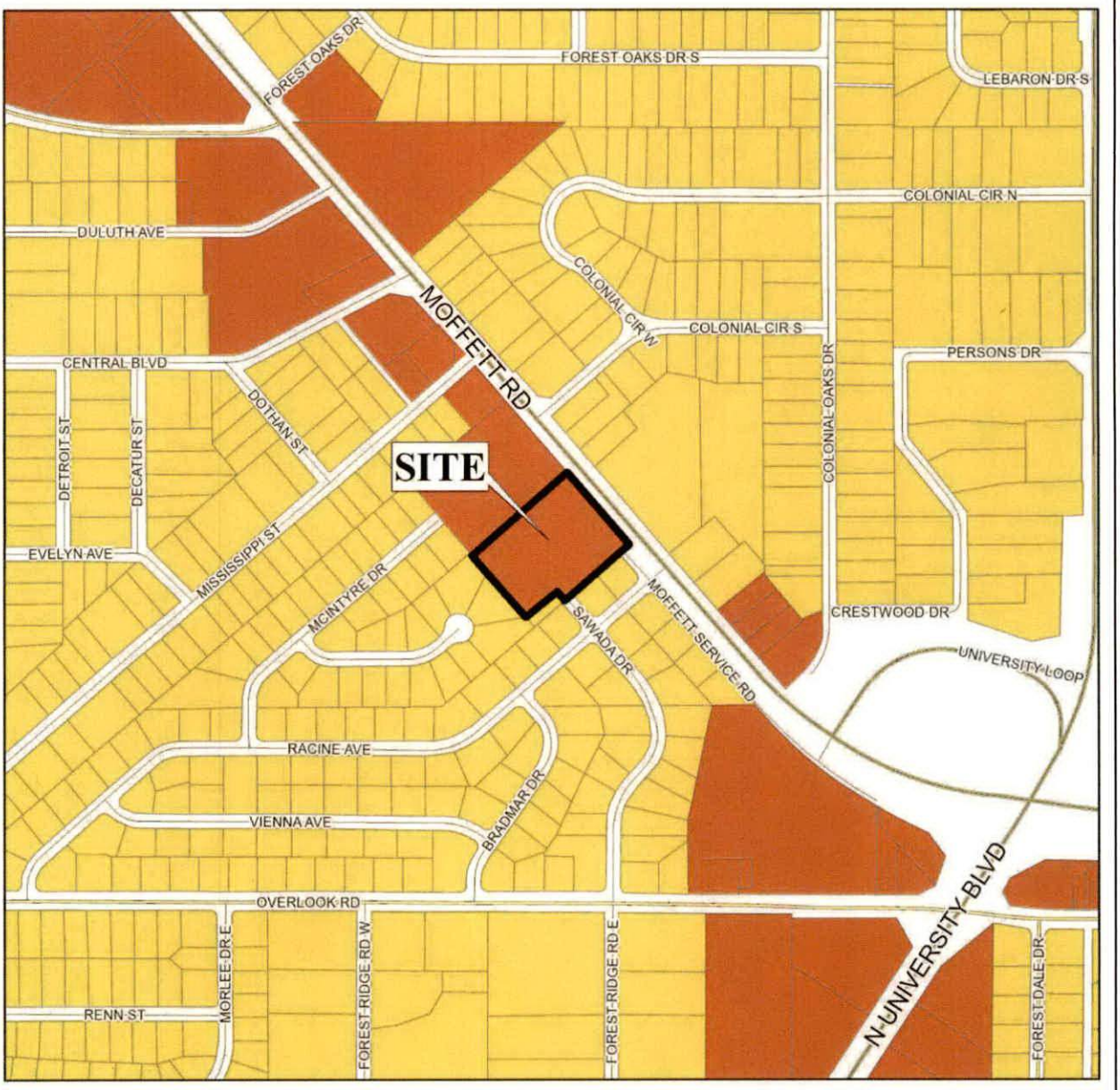
APPLICANT Nikita Pleasure

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

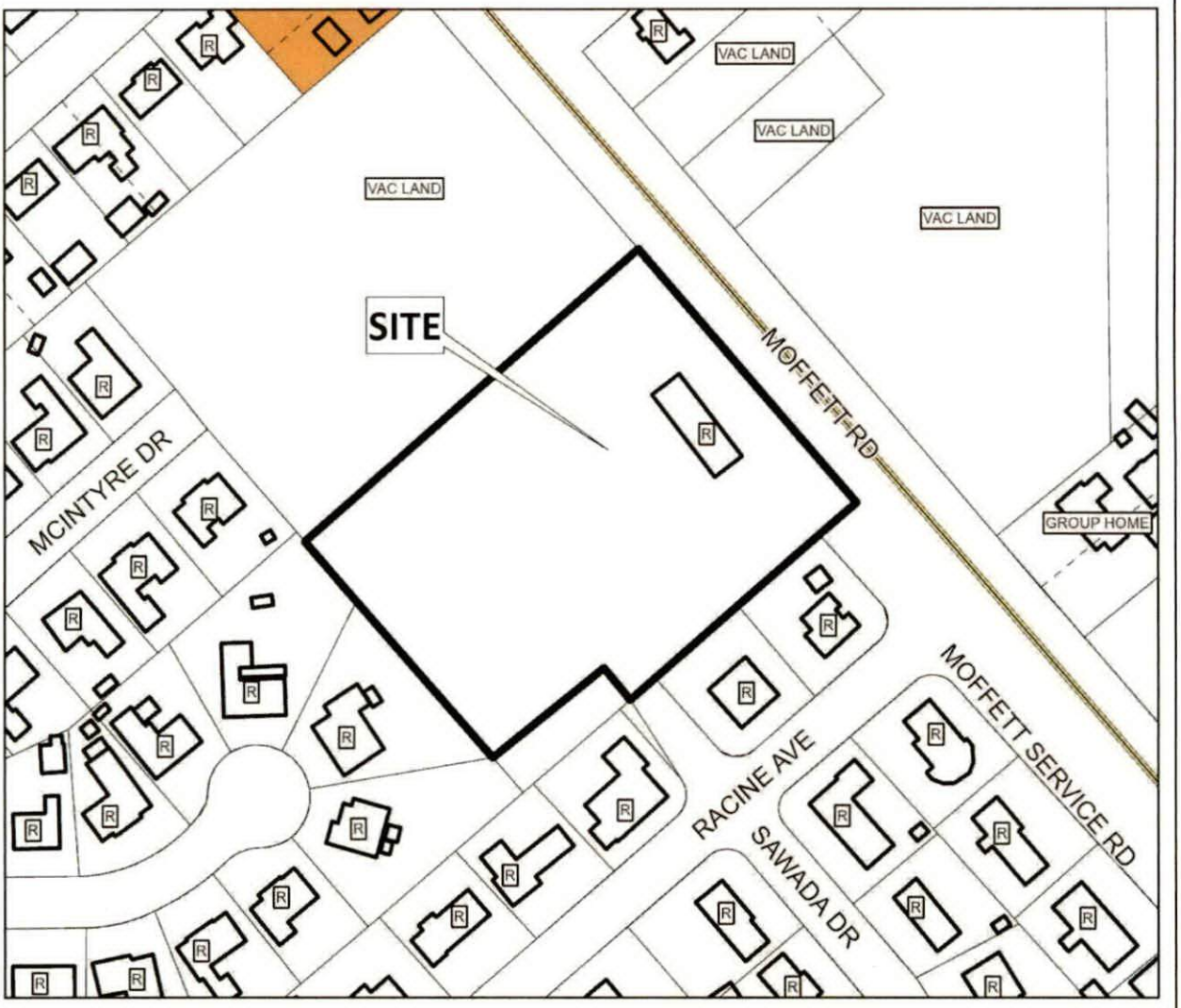
REQUEST Rezoning from R-1 to B-3

- 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 units.

APPLICATION NUMBER 12 DATE May 21, 2026

APPLICANT Nikita Pleasure

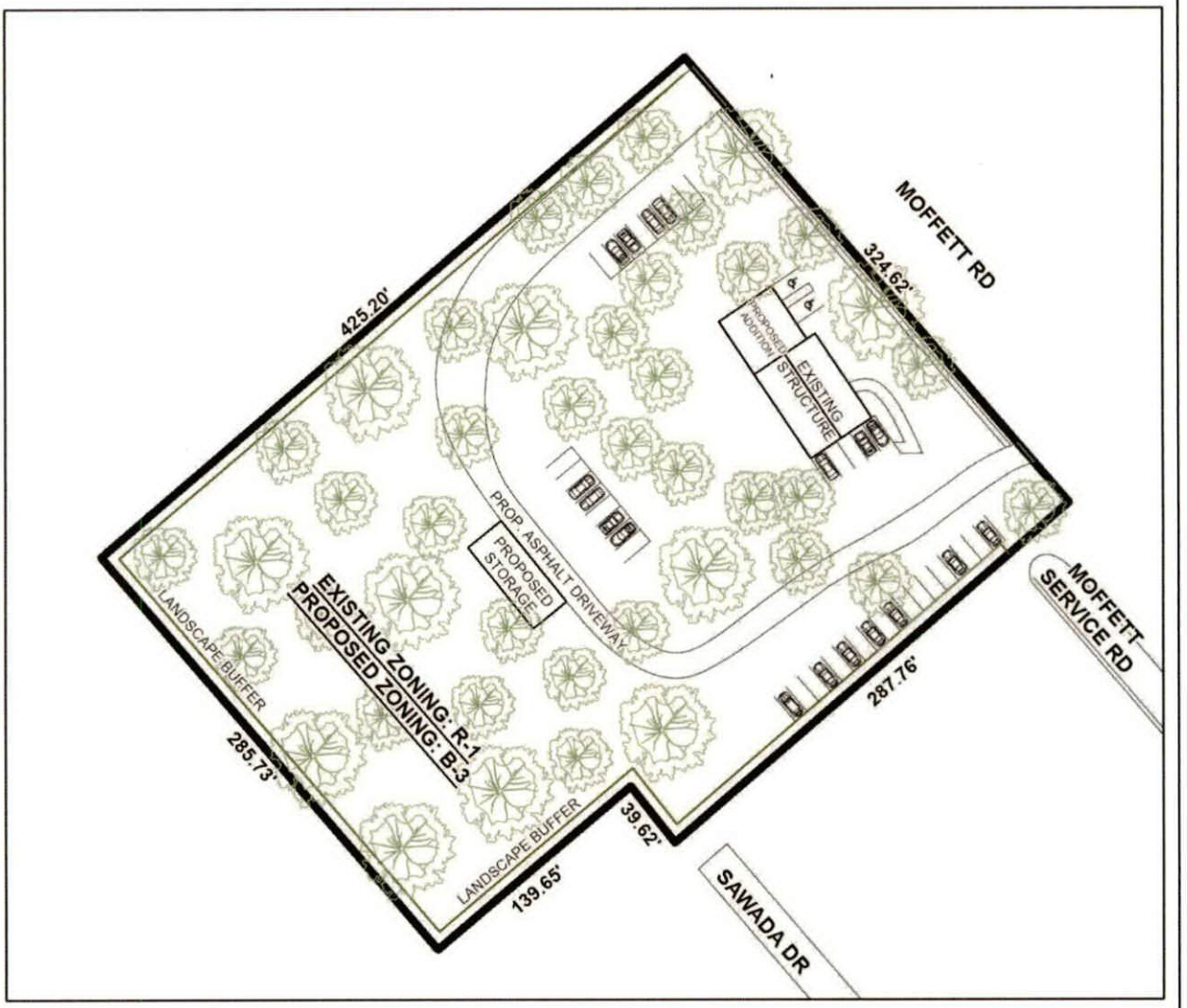
REQUEST Rezoning from R-1 to B-3

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 proposed buildings, parking, landscaping and drives.

APPLICATION NUMBER 12 DATE May 21, 2026 APPLICANT Nikita Pleasure REQUEST Rezoning from R-1 to B-3	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 COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- Commercial
- Office

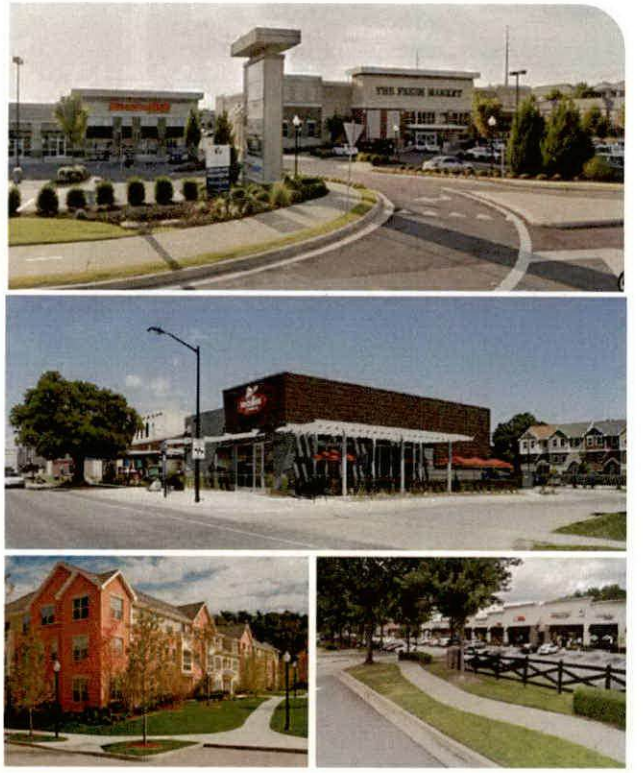
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Law Enforcement Agency (ALEA), grant assistance in the amount of $100,000.00 for the ALEA 26-EOD Grant. 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 Law Enforcement Agency (ALEA). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

July 6, 2026

Dear Councilmembers:

The Mobile Police Department has requested that the Office of Grants Management apply for the Alabama Law Enforcement Agency 2026-EOD grant program. The department is seeking funding to purchase equipment and accessories for its portable X-ray unit. This equipment supports the Explosive Ordnance Disposal Unit in its continued modernization of its X-ray diagnostic program.

Funding comes from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Homeland Security Grant Program. The total amount of grant assistance requested is $100,000.00. This funding opportunity requires no local match. The deadline to submit the subapplication to the ALEA is July 24, 2026.

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: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the American Society for the Prevention of Cruelty to Animals (ASPCA), Disaster Capacity Building Grant for the Animal Shelter in the amount of $60,000.00. 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 ASPCA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

July 8, 2026

Dear Councilmembers:

The Department of Animal Services has requested that the Office of Grants Management apply for the American Society for the Prevention of Cruelty to Animals (ASPCA) 2026 Disaster Capacity Building Grant program. The department is seeking funding to develop a specialized Animal Search and Rescue (ASAR) team that will deploy both pre and post disaster. This funding will help the Animal Services acquire the necessary training, and resources so that the ASAR team can become a recognized leader in Animal Search and Rescue field in the Southeast region.

Funding comes from the ASPCA through their Disaster Capacity Building Grant program. The total amount of grant assistance requested is $60,000. This funding opportunity requires no local match. The deadline to submit the application to the ASPCA is July 31st, 2026.

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

R E S O L U T I O N

Sponsored by: Councilmember Beau Fleming, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail – More than 30 Days License
Submitted by:	DI Hotels Sun, LLC
Location:	Drury Plaza Hotel Mobile 812 W. I-65 Service Road South Mobile, AL 36609

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/23/2026	NEW APPLICATION	2026 - 5800	134684	5	July 14, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
DI HOTELS SUN LLC

Trade Name (DBA)
DRURY PLAZA HOTEL MOBILE

Location Address
812 W I65 SERVICE RD S

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/23/2026	NEW APPLICATION	2026 - 5800	134684	5	July 14, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DI HOTELS SUN LLC

Trade Name (DBA)

DRURY PLAZA HOTEL MOBILE

Location Address

812 W I65 SERVICE RD S

City, State, Zip Code

MOBILE AL 36609

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: **July 9, 2026**

Re: **Application # 5800 / 812 W. I-65 Service Rd. S.**

Regarding the above-referenced application, -3. A hotel with special retail sales is a permitted use wi

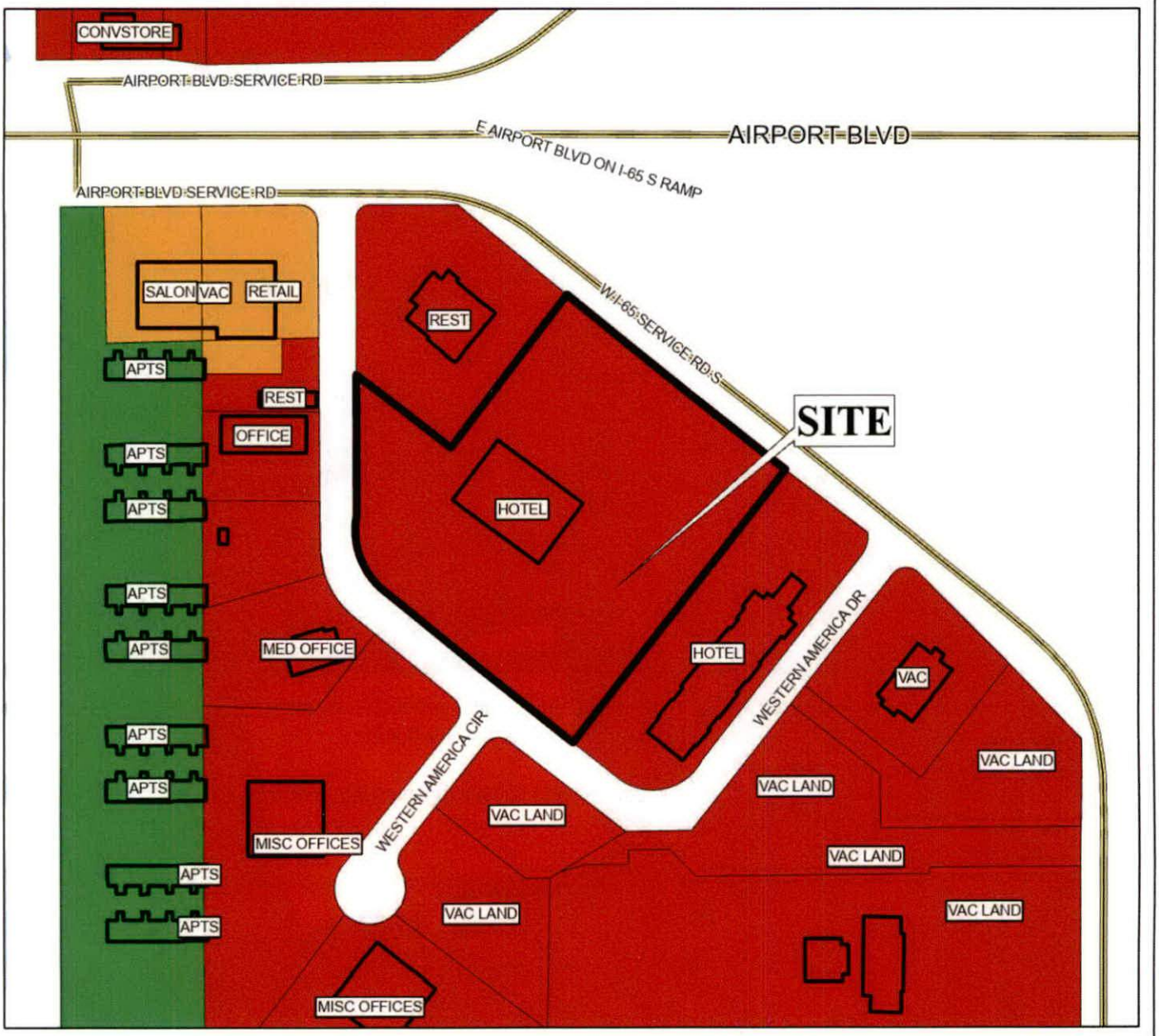
MPD

Based on information available to staff, th ements of the Unified Development Code.

The property is located within Council District #5, rep member Beau Fleming.

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

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5800 DATE 7/14/2026

APPLICANT DI HOTELS SUN LLC

LOCATION 812 W I65 SERVICE RD S

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
06/23/2026	NEW APPLICATION	2026 - 5800	134684	5	June 30, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
DI HOTELS SUN LLC	DRURY PLAZA HOTEL MOBILE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08/26/2005	200523820410	MO	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
26-4001913	R006140560		

Physical Address (Street Address, Suite #)	City	State	Zip Code
812 W I65 SERVICE RD S	MOBILE	AL	36609

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	HOTEL	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JOHN DARBY	POA	YES		

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? OWN BUILDING - WARRANTY DEED ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
DI HOTELS SUN LLC		M

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
812 WEST I-65 SERVICE ROAD SOUTH	MOBILE	AL	36609

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
113,500	158	YES	YES	MULTI STORY	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials JTD 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)	
PFEIFER BRUCE ALEXANDER	SECRETARY		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
WEDEMEIER HERBERT JOHN	PRESIDENT		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

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)	
DARBY JOHN THOMAS	POA			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials JTD POA

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

JTD POA The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JTD POA The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

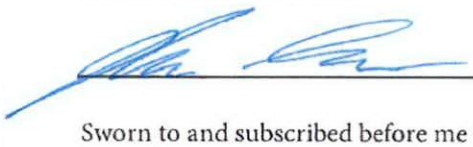
JTD POA The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JTD POA The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JTD POA Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

JTD POA In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JTD POA Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
John Darby	06/24/2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	POA

Sworn to and subscribed before me this 24th day of June 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/23/2026	NEW APPLICATION	2026 - 5800	134684	5	June 30, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DI HOTELS SUN LLC

Trade Name (DBA)

DRURY PLAZA HOTEL MOBILE

Location Address

812 W I65 SERVICE RD S

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

Name	Title	POA	Email
JOHN DARBY	POA	YES	

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 07/02/2026

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

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:

DI HOTELS SUN LLC

dba DRURY PLAZA HOTEL MOBILE

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS and

for the premises located at

812 W I65 SERVICE RD S , 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 June 30, 2026 for application number 2026 - 5800

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DI HOTELS SUN LLC

Trade Name (DBA)

DRURY PLAZA HOTEL MOBILE

Location Address

812 W I65 SERVICE RD S

Zip Code

36609

Application Number

2026 - 5800

Notice Post Date @ Location

06/23/2026

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

June 30, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DI HOTELS SUN LLC

Trade Name (DBA)

DRURY PLAZA HOTEL MOBILE

Location Address

812 W I65 SERVICE RD S

Zip Code

36609

Application Number

2026 - 5800

Notice Post Date @ Location

06/23/2026

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

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POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260616164956794

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Trade Name: DRURY PLAZA HOTEL MOBILE
Filing Fee: $50.00
Applicant: DI HOTELS SUN LLC
Transfer Fee:
Location Address: 812 W I65 SERVICE RD S MOBILE, AL 36609
Mailing Address: [redacted]
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 200523820410
Do you sell Draft Beer?: N/A
Date Incorporated: 08/26/2005 **State incorporated:** MO **County Incorporated:** CAPE GIRARDEAU
Date of Authority: 09/07/2005
Federal Tax ID: 26-4001913 **Alabama State Sales Tax ID:** R006140560

Name:	Title:	Date and Place of Birth:	Residence Address:
BRUCE ALEXANDER PFEIFER	SECRETARY		
HERBERT JOHN WEDEMEIER	PRESIDENT		
CAROLYN FRANCES ROHNERT	SEBIOR VP/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: 20260616164956794

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: JOHN DARBY
Business Phon
Fax:

Hor
Cell
E-m

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260616164956794

If applicant is leasing the property, is a copy of the lease agreement attached? N/A

Name of Property owner/lessor and phone number: DI HOTELS SUN LLC 314-587-3034

What is lessors primary business? HOTELS

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? YES

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 11350

Display Square Footage:

Building seating capacity: 158

Does Licensed premises include a patio area? YES

License Structure: MULTI STORY

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260616164956794

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260616164956794

Signature page

Initial each	
JTD	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JTD	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JTD	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.
JTD	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.
JTD	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.
JTD	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.
JTD	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): John T. Darby

Signature of Applicant: John T. Darby

Notary Name (print): Kimberly Suzette Calvert

Notary Signature: Kimberly Suzette Calvert

Commission expires: 3/12/2027

KIMBERLY SUZETTE CALVERT
MY COMMISSION EXPIRES
MARCH 12, 2027
NOTARY PUBLIC
STATE OF ALABAMA

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260616164956794

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER HOTELS
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND THE LANDLORD ARE THE SAME.

CITY OF MOBILE
INSPECTION WORKSHEET (382384-2026)

Case Number:	BLDC-143391-2024	**Case Module:**	Permit
Inspection Date:	07/02/2026	**Inspection Status:**	Passed
Inspector:	LaFrance Carey	**Inspection Type:**	Fire Final Inspection/Life Safety
Job Address:	812 W 65 Service Rd S Mobile, AL 36609	**Parcel Number:**	R022807251000008.002.

Contact Type	Company Name	Name
Agent		Shane Sawyer
Applicant	DI Hotels Sun LLC	Eduardo Robinson
Architect		David Alberson
Contractor	Drury Construction Company LLC	Herbert Wedemeier
Engineer	Gulf States Engineering Inc	Stephanie Groves
Owner	DI Hotels Sun LLC	Eduardo Robinson

Checklist Item	Results	Comments
FIRE 2021 Exit System - Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction. Exit signs placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet from a sign. Signage (minimum 12 inch) is on each landing of vertical stairways more than three. Battery backup or emergency power is provided for exit sign.	Pass	
FIRE 2021 High Pile Storage - High-piled storage aisle width and rack locations in compliance with plans, fire access doors are accessible, detection and suppression systems are in compliance with plans and smoke removal system or heat vent or curtain board is incompliance with the plans .	Pass	
FIRE 2021 Address - Address shall be visible from the street, follow the address visibility chart for sizing requirements.	Pass	
Fire:Exit System Battery Backup - Battery backup or emergency power is provided for emergency lighting for	Pass	
FIRE 2021 Assembly Occupant Load - Occupant load plaques are installed at a visible location in assembly rooms.	Pass	
FIRE 2021 Occupant Load Posted - Occupant load is required to be posted in every room or space used for assembly. Plaque secured to wall -permanent fixture.	Pass	
FIRE 2021 Roll Down Fire Doors - Roll down fire doors: detectors, or fusible links on both sides, test. Doors connected to the fire alarm are to be verified during the fire alarm inspection.	Fail	
FIRE 2021 Inspector Comments - Inspector Comments.	Pass	

INSPECTION WORKSHEET (382384-2026)

FIRE 2021 Hardware - Manually operated flush or bolt locks not permitted on egress doors. Panic hardware required for each door in means of egress for Group A and E occupancies with 50 or more occupants and any Group H occupancy	Pass
FIRE 2021 Vehicle Impact - Guard posts are provided per plans to protect fire equipment subject to vehicular damage are constructed per code, 4 in. diameter, made of steel and filled with concrete other approved vehicle impact barriers that comply with plans	Pass
FIRE 2021 Gates - Gates comply with the plans and operate as required, Knox electrical operating system.	Pass
FIRE 2021 Emergency Turn Around - Fire apparatus travels greater than 150' a turn around is required.	Pass
FIRE 2021 Inspector Advisory - Descriptions are not to be considered all encompassing and will not serve as a replacement for due diligence of the inspector conducting the required research.	Pass
FIRE 2021 Knox Box/Elevator - Knox Box required for all buildings with a monitored fire protection system. Knox Box is installed per plans near front entry on left (when facing entry), usually mounted between 5 and 6 feet from ground level or as approved. Entry keys/cards are required to be placed in the key box and shall be maintained. Elevator Knox Box in all main floor elevator lobbies. Elevator fire-fighter operation key and rescue tool supplied and secured.	Pass
FIRE 2021 Address Apartment Complex - 5 or more buildings, shall have a large address map at street entry	Pass
FIRE 2021 Assembly Panic Hardware - Assembly occupancy emergency exit door panic hardware is installed.	Pass
FIRE 2021 Extinguishers - Correct size and type per approved plan set. Tagged, sealed, mounted and visible per NFPA 10.	Pass
FIRE 2021 Pre-Inspections Complete - Verify pre-inspections were done and supporting documents including the contractor permits and plan set.	Pass
FIRE 2021 Assembly Finishes - Assembly Occupancy finish materials are fire-resistive in IFC Chapter 8.	Pass
FIRE 2021 Smoke Alarm Group R - Occupancies smoke alarm green light (house power) is on and all are interconnected. Installed according to approved plan set.	Fail
FIRE 2021 Water Supply - Private Fire Hydrants shall require a permit and be installed in accordance with IFC. with properly painted bonnets and caps.	Pass
Fire:Exit System Signage - Signage (minimum 12 inch) is on each landing of vertical stairways more than three	Pass

INSPECTION WORKSHEET (382384-2026)

Fire:Permit File/Plans review - Permit file and plans are reviewed for requirements noted on plans and other	Pass
Fire:General Contractor Inspection Request - Confirm request for inspection was made by general contractor	Pass
FIRE 2021 Fire Access & Lanes - Fire access road and lane complies with the approved plan set. Signage/Marking complies with standardized requirements.	Pass

STATE OF MISSOURI

Robin Carnahan
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

DI Hotels Sun LLC
LC0681407

filed its Articles of Organization with this office on the 26th day of August, 2005, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 26th day of August, 2005, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of August, 2005.

Secretary of State

SOS #30 (01-2003)

State of Missouri
Creation - LLC/LP 1 Page(s)
T0523855814

File Number: 200523820410
LC0881407
Date Filed: 08/26/2005
Robin Carnahan
Secretary of State

CLES OF ORGANIZATION
OF
DI HOTELS SUN LLC

1. The name of the limited liability company is DI Hotels Sun LLC.

2. The limited liability company is organized to transact any or all lawful business for which a limited liability company may be organized under Sections 347.010 to 347.187 of the Missouri Limited Liability Company Act (the "Act"), including but not limited to the following:

a. to acquire, own, sell, finance, encumber, lease, manage and operate the real property, and all improvements located thereon, which are known as and numbered:

(i) 12 Ludwig Drive, Fairview Heights, Illinois, 62208;

(ii) 4213 Frederick Blvd., St. Joseph, Missouri, 64506;

(iii) 104 South Vantage Drive, Cape Girardeau, Missouri, 63701;

(iv) 3248 William Street, Cape Girardeau, Missouri, 63701;

(v) 9009 W. Shawnee Mission Parkway, Shawnee Mission, Kansas, 66202; and

(vi) 824 West I-65 Service Road South, Mobile, Alabama, 36609.

b. to substitute additional parcels of real property and their improvements in place of the six properties listed above as may be permitted by the terms and provisions of the [loan document] entered into with AIG SunAmerica, Inc.;

c. to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act; and

d. to engage in all activities necessary, customary, convenient or incident to any of the foregoing.

3. The registered agent is Robert S. Rhoads, and his address is 200 Farrar Drive, Box 910, Cape Girardeau, Missouri, 63701.

4. The management of the limited liability company is vested in one or more managers.

5. The term of the limited liability company is perpetual.

6. The organizer is Elizabeth A. Murphy, 8909 Ladue Road, St. Louis, Missouri, 63124.

In affirmation thereof, the facts stated above are true.

Organizer:

ELIZABETH A. MURPHY

State of Missouri
Robin Carnahan, Secretary of State

File Number: 200828990229
LC0925225
Date Filed: 10/15/2008
Robin Carnahan
Secretary of State

Articles of Organization

1. The name of the limited liability company is:

   DSW Inns, LLC

2. The purpose(s) for which the limited liability company is organized:

   The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.

3. The name and address of the limited liability company's registered agent in Missouri is:

   Herbert J. Wedemeier _____
   Name *Address*

4. The management of the limited liability company is: [X] Manager [ ] Member

5. The duration (period of existence) for this limited liability company is:

   Perpetual

6. The name(s) and street address(es) of each organizer:

   Joseph B. Pereles, 721 Emerson Road, Suite 400, Saint Louis MO 63141

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Joseph Pereles
(Organizer Name)

State of Missouri

Robin Carnahan
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

DSW Inns, LLC
LC0925225

filed its Articles of Organization with this office on the October 15, 2008, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the October 15, 2008, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this October 15, 2008.

Secretary of State

IRS

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0459556408
Oct 26, 2015 LTR 147C
26-4001913

DI HOTELS SUN LLC
% DSW INNS LLC SOLE MBR
[redacted]

Taxpayer Identification Number: 26-4001913

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of October 26th, 2015.

Your Employer Identification Number (EIN) is 26-4001913. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mr. Kuo
1000247530
Customer Service Representative

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

DI HOTELS SUN LLC
DBA DRURY PLAZA HOTEL MOBILE

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R006140560	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

NAICS CODE: 721110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

812 W I65 SERVICE RD S MOBILE AL 36609-1302

SP 4,121,977
MTG-4,121,977
CE 0

850
30
100
10%
190
20
2100

STATE OF ALABAMA)

COUNTY OF MOBILE)

2005080982 Book-5868 Page-1983
Total Number of Pages: 3

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that DRURY HOTELS CORP., a Missouri corporation (herein called "Grantor"), in consideration of the sum of TEN AND NO/100ths ($10.00) DOLLARS and other good and valuable consideration hereby acknowledged to have been paid to Grantor by DI HOTELS SUN LLC, a Missouri limited liability company (herein called "Grantee"), does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, in fee simple, together with every contingent remainder and right of reversion, the real property more particularly described in Exhibit "A," attached hereto and made a part hereof.

The property hereby conveyed is subject to the matters, exceptions and reservations set forth in Exhibit "A" hereto. Subject to the mortgage recorded simultaneous herewith.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, privileges, improvements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, unto Grantee in fee simple and to the successors and assigns of Grantee, forever, together with every contingent remainder and right of reversion.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise indicated.

IN WITNESS WHEREOF, this instrument has been executed this 11th day of October, 2005 by the undersigned.

DRURY HOTELS CORP.,
a Missouri corporation

By: Joseph Blevins
Its: Vice President

Address:
812 West I-65 Service Road South
Mobile, AL 36609

Signature: [signature] POA 06/02/26

STATE OF MISSOURI

COUNTY OF SAINT LOUIS

I, the undersigned Notary Public in and for said County in said State, hereby certify that Joseph B. Pereles, whose name as Vice President of Drury Hotels Corp., a Missouri corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of 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 11th day of October, 2005.

Notary Public
My Commission Expires: 9-29-07

[Notary Seal]

LISA ANN LINGLE
Notary Public-Notary Seal
State of Missouri
St Charles County
My Commission Expires Sep 29, 2007

This instrument prepared by:

ZIEMAN, SPEEGLE, JACKSON & HOFFMAN, L.L.C.
Jerome E. Speegle, Esq.
Post Office Box 11
Mobile, Alabama 36601
(251) 694-1700

Grantee's Address:

721 Emerson, Suite 400
St. Louis, Missouri 63141
Attention: Joseph B. Pereles

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2, Darryl's a Resubdivision of Lot 4, First Unit, Western America Commercial Park, as recorded in Map Book 36, page 10, in the Office of Judge of Probate, Mobile County, Alabama.

EXCEPTIONS

1. Ad Valorem Taxes.

2. Easements, rights of way, reservations, assessments and restrictive covenants of record in the Probate Court of Mobile County, Alabama.

3. All oil, gas and other minerals in, on and under said property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others.

State of Alabama-Mobile County
I certify this instrument was filed on:
November 2, 2005 @ 3:02:25 PM

DEED TAX	$0.50
S.R. FEE	$2.00
SURCHARGE	$10.00
RECORDING FEES	$8.50
TOTAL AMOUNT	$21.00

2005080982
Don Davis, Judge of Probate

Inst. # 2020013462 Pages: 1 of 4 I certify this instrument filed on: 3/4/2020 11:20 AM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: $23.00 DeedTx: $3,600.00 MinTx $0.00
Clerk: BFRANKS ERecorded

OF# NCS 980448

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS that Mobile Hospitality Group LLC, an Alabama limited liability company ("Grantor"), in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by Mobile Airport Exchange, LLC, a Missouri limited liability company ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee, in fee simple, together with every contingent remainder and right of reversion, the real property more particularly described in **Exhibit A**, attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, privileges, improvements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining, unto Grantee in fee simple and to the successors and assigns of Grantee, forever, together with every contingent remainder and right of reversion.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise indicated.

IN WITNESS WHEREOF, this instrument has been executed this 3rd day of March, 2020 by the undersigned.

MOBILE HOSPITALITY GROUP LLC

By: _____
Sanjay Patel, Managing Member

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County in said Sate, hereby certify that Sanjay Patel, whose name as Managing Member of Mobile Hospitality Group LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 3 day of March, 2020.

_____
Notary Public
My Commission Expires February 6, 2022

Address:
812 West I-65 Service Road South
Mobile, AL 36609

Signature: _____ POA 06/02/26

This instrument prepared by, and after recording, return to:

MOBILE AIRPORT EXCHANGE LLC

[redacted]

Grantee's Address:

[redacted]

EXHIBIT A

LEGAL DESCRIPTION

Lot 3, First Unit Western America Commercial Park Airport Blvd. & 1-65, as per plat recorded in Map Book 28, Page 93 of the Probate Court Records, Mobile County, Alabama, more particularly described as follows: From the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 25, Township 4 South, Range 2 West, Mobile County, Alabama, run thence North 00 degrees 24 minutes West 939.94 feet to a point; thence North 89 degrees 36 minutes East 150.00 feet to a point; thence North 00 degrees 24 minutes West 275.00 feet to a point; thence North 89 degrees 52 minutes East 183.25 feet to a point; thence South 51 degrees 39 minutes East 202.60 feet to the point of beginning of the property herein described; thence continue South 51 degrees 39 minutes East 220.00 feet to a point; thence South 38 degrees 21 minutes West 470.00 feet to a point; thence North 51 degrees 39 minutes West 180.27 feet to the P.C. of a 75 foot radius curve to the right; thence Northwardly and along the arc of said curve 67.09 feet to the P.T. thereof; thence North 00 degrees 24 minutes West 233.94 feet to a point; thence South 51 degrees 39 minutes East 165.18 feet to a point; thence North 38 degrees 21 minutes East 259.51 feet to the point of beginning.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Mobile Hospitality Group, LLC
Mailing Addre:

Grantee's Name: Mobile Airport Exchange, LLC
Mailing Addre

Property Addre 5609

Date of Sale: march 3, 2020 Total Purchase Price: $ 3,600,000.00

or Actual Value $ _____ or Assessor's Market Value $ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

_____ Bill of Sale _____ Appraisal

__X__ Sales Contract _____ Other Revenue Commissioner

_____ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: 3-2-2020 Print CAROLYN F BOHNERT, SR V.P.

_____Unattested _____ Sign Carolyn F Bohnert

(verified by) (Grantee/Agent) circle one

Form RT-1

Inst. # 2023071049 Pages: 1 of 4 I certify this instrument filed on: 12/6/2023 12:05 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: $23.00 DeedTx: $1,014.50 MinTx $0.00
Clerk: BTOWLER ERecorded

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that Mobile Airport Exchange, LLC, a Missouri limited liability company ("Grantor"), in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by DI Hotels Sun LLC, a Missouri limited liability company ("Grantee"), does hereby grant, bargain, sell and convey until Grantee the real property more particularly described in Exhibit A, attached hereto and made a part hereof.

SUBJECT TO all matters of record.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, this instrument has been executed this 30th day of November, 2023 by the undersigned.

MOBILE AIRPORT EXCHANGE, LLC
By: DSW Management, LLC, its manager

By: Carolyn F. Bohnert
Carolyn F. Bohnert, Sr. Vice President

Address:
812 West I-65 Service Road South
Mobile, AL 36609

Signature: POA 06/02/26

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

I, the undersigned Notary Public in and for said County in said State, hereby certify that Carolyn F. Bohnert, whose name as the Sr. Vice President of DSW Management, LLC, manager of Mobile Airport Exchange, LLC, a Missouri limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of November, 2023.

Karen Seabaugh
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cape Girardeau County
My Commission Expires: March 10, 2024
ID. #12545592

Notary Public

My commission expires: March 10, 2024

This instrument prepared by, and after recording, return to:

DI Hotels Sun LLC
Attention: Bruce Pfeifer
[redacted]

EXHIBIT A

LEGAL DESCRIPTION

Lot 3, First Unit Western American Commercial Park Airport Blvd. & I-65, as per plat recorded in Map Book 28, Page 93 of the Probate Court Records, Mobile County, Alabama, more particularly described as follows: From the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 25, Township 4 South, Range 2 West, Mobile County, Alabama, run thence North 00 degrees 24 minutes West 939.94 feet to a point; thence North 89 degrees 36 minutes East 150.00 feet to a point; thence North 00 degrees 24 minutes West 275.00 feet to a point; thence North 89 degrees 52 minutes East 183.25 feet to a point; thence South 51 degrees 39 minutes East 202.60 feet to the point of beginning of the property herein described; thence continue South 51 degrees 39 minutes East 220.00 feet to a point; thence South 38 degrees 21 minutes West 470.00 feet to a point; thence North 51 degrees 39 minutes West 180.27 feet to the P.C. of a 75 foot radius curve to the right; thence Northwardly and along the arc of said curve 67.09 feet to the P.T. thereof; thence North 00 degrees 24 minutes West 233.94 feet to a point; thence South 51 degrees 39 minutes East 165.18 feet to a point; thence North 38 degrees 21 minutes East 259.51 feet to the point of beginning.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Mobile Airport Exchange, LLC
Mailing Address:

Grantee's Name: DI Hotels Sun LLC
Mailing Address:

Property Address: 816 West I-65 Service Road
Mobile, AL 36609

Date of Sale: November 30, 2023
Total Purchase Price $:
or
Actual Value $:
or
Assessor's Market Value $: 1,014,400.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
- ☐ Sales Contract
- ☐ Closing Statement
- ☐ Appraisal
- ☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - If the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

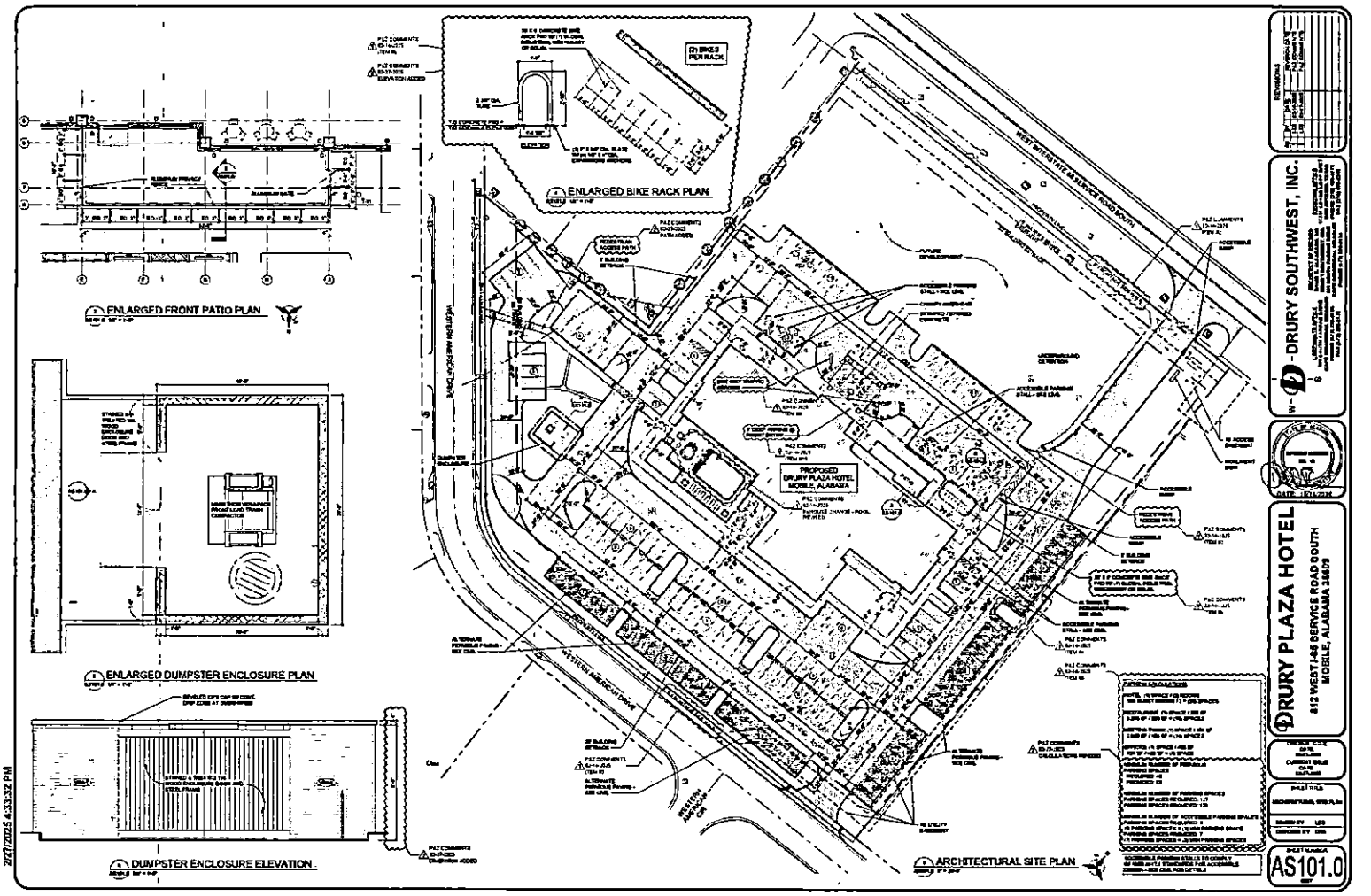
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11-30-2023 Print Carolyn F. Bohnert, Sr. Vice President

____ Unattested _____ Sign Carolyn F. Bohnert
(verified by) (Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1


ENLARGED BIKE RACK PLAN
ENLARGED FRONT PATIO PLAN
ENLARGED DUMPSTER ENCLOSURE PLAN
DUMPSTER ENCLOSURE ELEVATION
ARCHITECTURAL SITE PLAN
PROPOSED DRURY PLAZA HOTEL MOBILE, ALABAMA
DRURY SOUTHWEST, INC.
DRURY PLAZA HOTEL
612 WEST I-65 SERVICE ROAD SOUTH MOBILE, ALABAMA 36609
AS101.0

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork **See attached deed**

Ownership Type	Company Name

The above described property is ☑ Owned ☐ Leased to/by **DI Hotels Sun LLC**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this **17th** day of **June** 20 **26**

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Deena Allen	Deena Allen	2.4.29

Notary Stamp

DEENA ALLEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 4, 2029
CAPE GIRARDEAU COUNTY
COMMISSION #13491670

Owner of Property (Print Name)	Applicant Name (Print Name)
DI Hotels Sun LLC **By: Bruce Pfeifer, Its: Secretary**	**DI Hotels Sun LLC** **By: Bruce Pfeifer, Its: Secretary**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
812 West I-65 Service Road South	**812 West I-65 Service Road South**
City, State, Zip	City, State, Zip
Mobile AL 36609	**Mobile AL 36609**
Date Agreement Signed	Date Agreement Signed
6/17/26	**6/17/26**

Revision Date 10.23.2023

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-174785-2026
Issue Date: 07/08/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807251000008.002.	812 W I-65 Service Rd S	

Business Name	Issued To	Zoning Districts
DRURY PLAZA HOTEL MOBILE	Name: HERBERT JOHN WEDEMEIER Company: DRURY PLAZA HOTEL MOBILE Address: 812 W I-65 Service Rd S MOBILE, AL 36609 Phone:	B-3

This Zoning Classification Allows the property to be used for:
HOTEL

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☑ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☑ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
DI Hotels Sun LLC	Drury Plaza Hotel Mobile

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
812 West I-65 Service Road South	Mobile	Alabama	36609

Business Contact Person Information

Name	Title	Phone	Email
Erin Washington	Paralegal (POA)	(205) 521-8043	ewashington@bradley.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

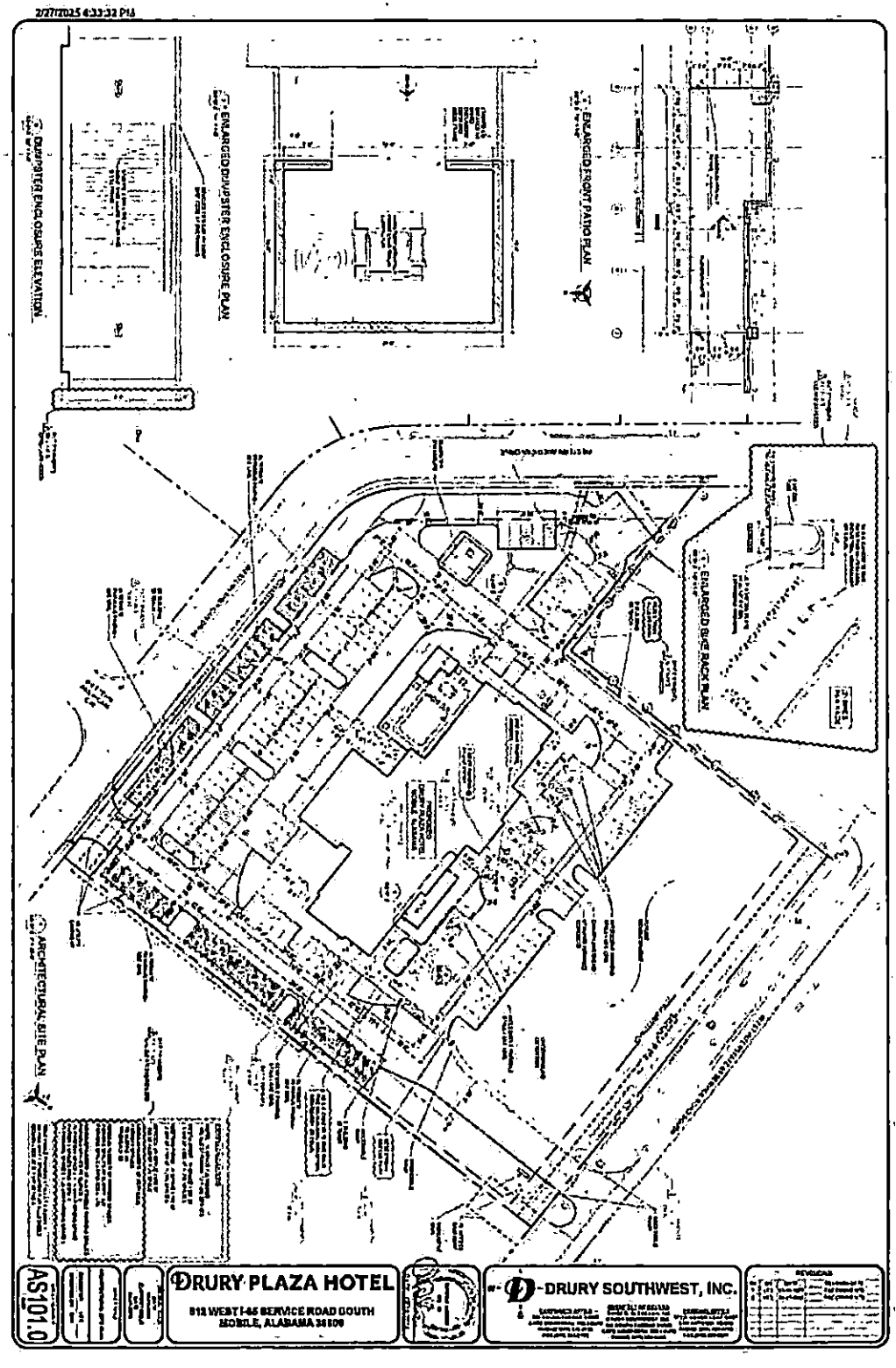
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
113,500	176	19	Yes	B-3	Yes

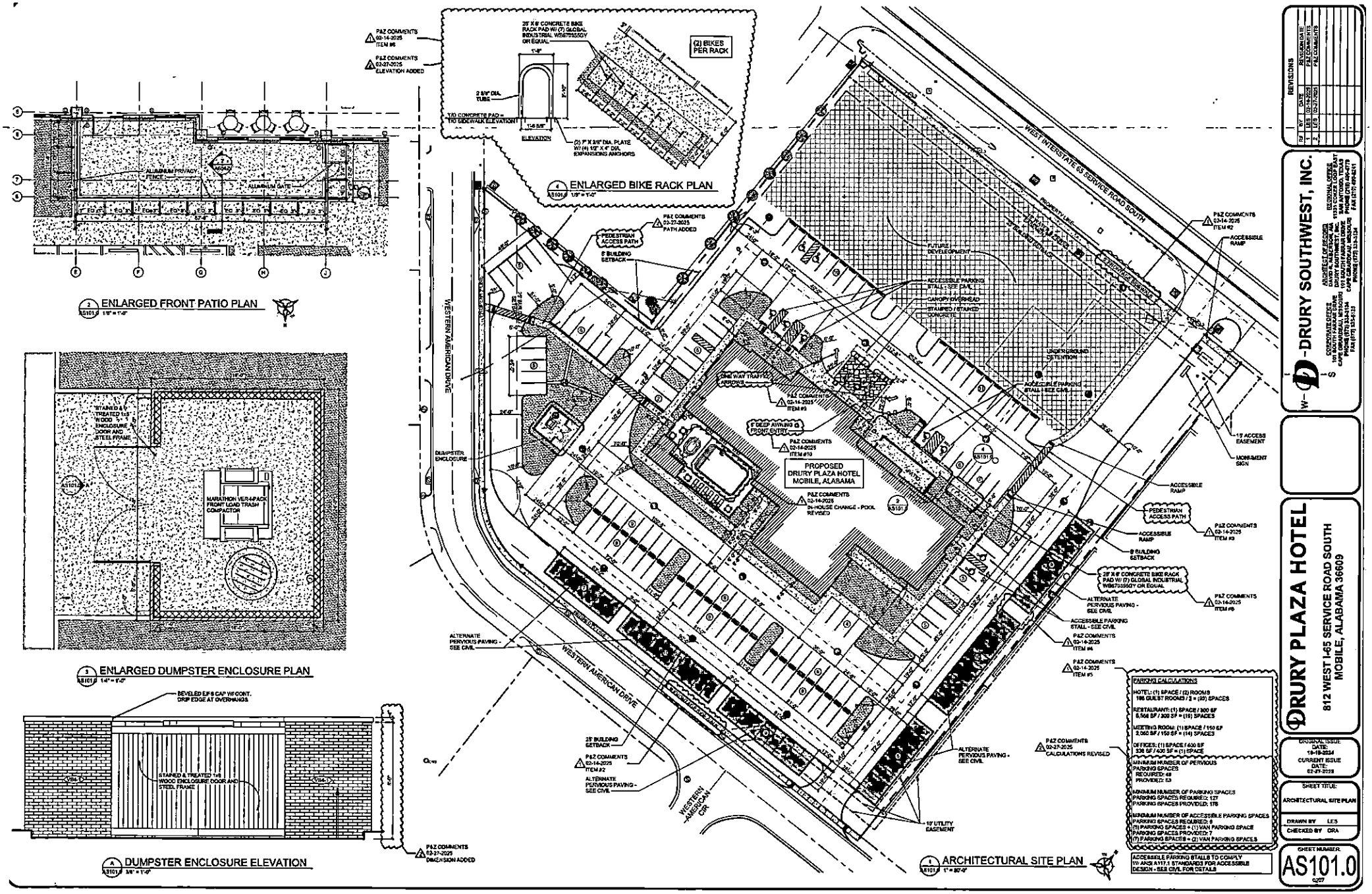
Comments

Print Name	Signature	Date
Tiffany Green	Tiffany Green	07/08/2026

Revision Date 10.23.2023

| Planning and Zoning


2/27/2025 4:33:33 PM
DUMPSTER ENCLOSURE ELEVATION
ENLARGED DUMPSTER ENCLOSURE PLAN
ENLARGED FRONT PATIO PLAN
ENLARGED BIKE RACK PLAN
ARCHITECTURAL SITE PLAN
DRURY PLAZA HOTEL
812 WEST I-65 SERVICE ROAD SOUTH
MOBILE, ALABAMA 36609
DRURY SOUTHWEST, INC.
AS101.0


ENLARGED BIKE RACK PLAN
ENLARGED FRONT PATIO PLAN
ENLARGED DUMPSTER ENCLOSURE PLAN
DUMPSTER ENCLOSURE ELEVATION
ARCHITECTURAL SITE PLAN
PROPOSED DRURY PLAZA HOTEL MOBILE, ALABAMA
WEST INTERSTATE 65 SERVICE ROAD SOUTH
WESTERN AMERICAN DRIVE
WESTERN AMERICAN CIR
PEDESTRIAN ACCESS PATH
8' BUILDING SETBACK
25' BUILDING SETBACK
ACCESSIBLE PARKING STALL - SEE CIVIL
ACCESSIBLE RAMP
ALTERNATE PERVIOUS PAVING - SEE CIVIL
MONUMENT SIGN
19' UTILITY EASEMENT
19' ACCESS EASEMENT
DUMPSTER ENCLOSURE
MARATHON VER-PACK FRONT LOAD TRASH COMPACTOR
ALUMINUM PRIVACY FENCE
ALUMINUM GATE
PARKING CALCULATIONS
HOTEL: (1) SPACE / (2) ROOMS
186 GUEST ROOMS / 2 = (93) SPACES
RESTAURANT: (1) SPACE / 300 SF
5,508 SF / 300 SF = (19) SPACES
MEETING ROOM: (1) SPACE / 150 SF
2,060 SF / 150 SF = (14) SPACES
OFFICES: (1) SPACE / 400 SF
336 SF / 400 SF = (1) SPACE
MINIMUM NUMBER OF PERVIOUS PARKING SPACES REQUIRED: 68
PARKING SPACES PROVIDED: 83
MINIMUM NUMBER OF PARKING SPACES
PARKING SPACES REQUIRED: 127
PARKING SPACES PROVIDED: 178
MINIMUM NUMBER OF ACCESSIBLE PARKING SPACES
PARKING SPACES REQUIRED: 6
(5) PARKING SPACES + (1) VAN PARKING SPACE
PARKING SPACES PROVIDED: 7
(7) PARKING SPACES = (2) VAN PARKING SPACES
ACCESSIBLE PARKING STALLS TO COMPLY W/ ANSI A117.1 STANDARDS FOR ACCESSIBLE DESIGN - SEE CIVIL FOR DETAILS
REVISIONS
DRURY SOUTHWEST, INC.
DRURY PLAZA HOTEL
812 WEST I-65 SERVICE ROAD SOUTH
MOBILE, ALABAMA 36609
ORIGINAL ISSUE DATE: 10-18-2024
CURRENT ISSUE DATE: 02-27-2025
SHEET TITLE: ARCHITECTURAL SITE PLAN
DRAWN BY LES
CHECKED BY ORA
SHEET NUMBER: AS101.0

RESOLUTION

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 to the following employee:

- **July 2026 – Glenda Bryant (Employee # 15773) Public Works: Public Services Maintenance**

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

Adopted:

City Clerk

60- 2026

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 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:

June 2026: Anthony McKittrick

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Tuesday, July 14, 2026 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) William Jackson (Department Head)

Sponsored by: Spiro Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ 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: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$3,500.00** to **Trinity Gardens Community Civic Club**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Trinity Gardens Community Civic 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 ***Trinity Gardens Community Civic Club**,* will be used to *assist with the Feed the Need 2026 Sponsorship Appreciation.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$3,500.00** to **Trinity Gardens Community Civic 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

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

Sponsored by: Councilmember Samantha Ingram

WHEREAS, *Councilmember Ingram wishes to appropriate* ***$1,500.00*** *to* ***Gulf Coast Ethics & Heritage Jazz Festival Productions, Inc./Mobile Music Leg****,* from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Gulf Coast Ethics & Heritage Jazz Festival Productions, Inc./Mobile Music Leg****,* 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 ***Gulf Coast Ethics & Heritage Jazz Festival Productions, Inc./Mobile Music Leg****,* will be used to *assist with the upcoming festival.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,500.00*** *to* ***Gulf Coast Ethics & Heritage Jazz Festival Productions, Inc./Mobile Music Leg****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember C. J. Small

WHEREAS, *Councilmember Small wishes to appropriate* ***$1,000.00*** *to* ***Opportunity for Entertainers****,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Opportunity for Entertainers****,* 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 ***Opportunity for Entertainers****,* will be used to *assist with the upcoming Mob Music Festival.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Opportunity for Entertainers,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$4,800.00*** *to* ***Princeton Woods HOA****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Princeton Woods HOA****,* 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 ***Princeton Woods HOA****,* will be used to *assist with the beautification project.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$4,800.00*** *to* ***Princeton Woods HOA****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Schaefer Plastics North America, LLC for 793 95-gallon plastic garbage carts for Garbage Collection.

Amount of Contract:
$46,768.35

Funding Source
General fund

ATTACHMENTS:
1. 20260707 Schaefer Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 July 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 Schaefer Plastics North America, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Schaefer Plastics North America, LLC for 793 95-gallon plastic garbage carts for Garbage Collection.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $46,768.35

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
14018	2026	(2090B) GARBAGE COLLECTION	793 95-GALLON PLASTIC GARBAGE CARTS FOR GARBAGE COLLECTION (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$46,768.35	(297915) SCHAEFER PLASTICS NORTH AMERICAN, LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00014018-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/26	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	QUOTE# 039489-1			
	SOURCEWELL CONTRACT# 120324-SFR			
001	USD95Q 95 GALLON BAR CART: TAN	793.00	55.95000	44368.35
	BODY WITH BLACK LID 10" PLASTIC	EACH		
	WHEELS & RFID TAG MOBILE ALABAMA			
	BODY HOT STAMP CITY SERVICES .. TO			
	THE STREET WITH FACE ARROWS LID			
	HOT STAMP BPDY: BG1 LID: LIDBK1			
	ITEM NUMBER 95Q.0R0 AS PER			
	SOURCEWELL CONTRACT 120324-SFR AND			
	YOUR QUOTE #039489-1DATED			
	6-12-2026			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			44368.35

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Bill To	Requisition 00014018-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 2

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC 10301 WESTLAKE DRIVE CHARLOTTE, NC 28273 Tel#704-944-4500	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/26	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	2400.00000	2400.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			2400.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 46768.35

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	46768.35	1015497.54
SANITATION EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	06/17/26	MATTHEW ANDERSON	

Bill To	Requisition 00014018-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/26	297915				GARBAGE COLLECTION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/17/26	ASHLEY ADAMS		Auto approved by: 910516584	
	Approved	07/06/26	MATTHEW ANDERSON			
	Approved	07/06/26	ASHLEY ADAMS		Auto approved by: 910516584	
	Approved	06/17/26	MATTHEW ANDERSON			
	Approved	06/18/26	SHONNDA SMITH			
	Approved	06/18/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	07/06/26	MATTHEW ANDERSON			
	Approved	07/06/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	07/06/26	CHERI BOUCHER		Auto approved by: 910516584	
	Rejected	06/25/26	JOHN PAINE		does not include the data chip	
	Approved	07/07/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	07/07/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	07/07/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	07/07/26	MARYLYN BUSCHELL		Auto approved by: 9105paij	
	Approved	07/07/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	07/07/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	07/07/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	07/07/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	07/07/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Schaefer Plastics

Injection-molded rollout carts

#120324-SFR
Maturity Date: 4/4/2029

Sourcewell Awarded Contract

Ready to move forward?

Our dedicated team is here to help you request a quote, ask a contract question, or learn more about cooperative purchasing.

Request a quote or ask a question

Call 877-585-9706

Products & Services | Documents | Contact Information

Products & Services

Sourcewell contract 120324-SFR gives access to the following types of goods and services:

- 95-, 65, and 35-gal, gallon rollout carts
- Cart assembly and distribution
- Rollout cart asset management
- 2,3, & 4-yard containers
- Recycling bins and containers
- Organics containers
- Wildlife resistant carts

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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Schaefer Plastics of North America, LLC 120324-SFR

Pricing for contract #120324-SFR offers Sourcewell participating agencies the following discounts:

- Schaefer Plastics does not offer a set discount; however, each line item's ceiling price is based on the minimum order quantity listed.

- Offers quantity and volume discounts for customers purchasing multiple truckloads of carts, depending on market conditions. The actual discount will depend on the scope and timing of the project.

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

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Benjamin Reynolds, Councilmember
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide service to Fire Station 19, from Azalea Road, as shown in yellow on attached drawing

Amount of Contract:
N/A

Funding Source
N/A

ATTACHMENTS:
1. Resolution
2. Alabama Power Easement FS19

REVIEWERS:
Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Cheriogotis and Council Member Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and 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 easement, to ALABAMA POWER COMPANY as set out in W.E. # A6554-06-A626, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to Fire Station 19, located at 1309 Azalea Road, Mobile, AL.

Adopted:

_____

City Clerk

APC NO. 72316078

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A6554-06-A626

Parcel No. 33 01 12 2 000 042.000

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2026, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, (hereinafter known as "Grantor" or "City") and Alabama Power Company, a corporation, (hereinafter known as "Power Company" or "Grantee"):

W I T N E S S E T H:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

> **Lot 1 Greystone Subdivision, according to the Plat thereof recorded in Plat Book 58 Page 36 in the records of the Office of the Judge of Probate Mobile County, Alabama. The Property is further identified as Tax Parcel Number 33 01 12 2 000 042.000 in the property tax records in the office of the Revenue Commissioner of Mobile County, Alabama.** Location of the easement herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No.# A6554-06-A626** marked as Exhibit "A" attached hereto and made a part hereof. As needed for installation of new underground facilities for a new commercial customer within City of Mobile property located at **1309 Azalea Rd. Mobile, AL, City of Mobile property**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE, in consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. 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.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications

of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a like condition immediately prior to the construction.

E. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and if the City determines that the Facilities unreasonably interfere with the City's use or operations, then upon written notice and within a commercially reasonable time, Grantee shall, at the City's cost and expense, relocate, adjust, or underground in Grantee's discretion, the Facilities within the Easement Areas or to a comparable location identified and owned by the City and agreeable to Grantee.

F. The Power Company shall promptly notify the City of any hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

G. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities and provides written notice to Grantor of its intent to abandon the easement, all rights granted herein shall revert to the City.

H. 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.

I. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

J. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

K. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

L. Nothing contained in this Easement shall be interpreted or construed to grant Alabama Power Company the right to provide telecommunications, broadband, or other communication services to the public within the City without complying with all applicable federal, state, and municipal laws, ordinances, franchise requirements, permitting requirements, and regulations governing the use of municipal streets, rights-of-way, and public property.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, 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 Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

[Signature page follows]

APC NO. 72316078
W.E. # A6554-06-A626

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by **Spiro N. Cheriogotis, Mayor of the City of Mobile** and attested by _____ _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2026.

CITY OF MOBILE

_____
SPIRO N. CHERIOGOTIS
MAYOR

ATTEST:

_____

Print Name:_____

Date: _____

ALABAMA POWER COMPANY

By: _____

Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, Erica Maize, a Notary Public, in and for said County in said State, hereby certify that **Blake Jarrett**, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24th day of June, 2026.

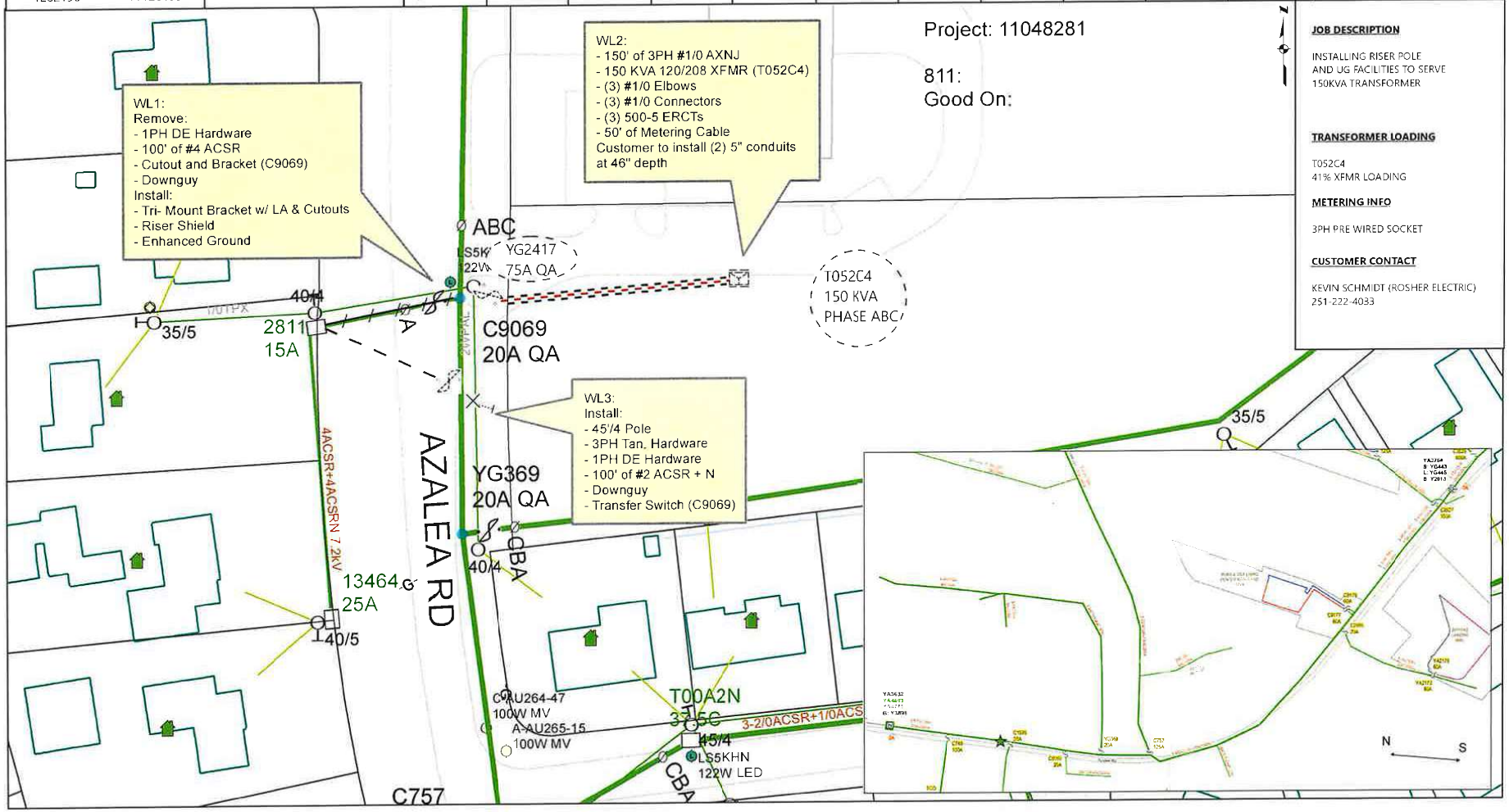
Erica Maize
Notary Public-State at Large
My Commission Expires: _____

ERICA C. MAIZE
My Commission Expires
August 5, 2029

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

CUSTOMER	LOCATION	CMTED. SVC. DATE	COUNTY	SECTION	TOWNSHIP	RANGE	A6554-06-A626
MFRD FIRESTATION 19	1309 AZALEA RD	CMTED. SVC. DATE	MOBILE	12	05S	02W	
DIVISION	**DISTRICT**	**TOWN**	**ENGINEER**	**CREATED:**	**ELECTRICAL ADDRESS**		
MOBILE	HILLCREST	MOBILE	Dalton Lehman (251)-202-1335	7/7/2026	SUB: HALLS MILL DS | BKR: 26260 | SWT: YG445 | EWP: YA3764		

MAP CENTER UTM:		MAP CENTER LATLON:		ROW AGENT	CABLE CO.	PHONE CO.	ACCESSIBLE	TREE CREW	ROCK HOLE	VOLTAGE	STATE	COUNTY	CITY	R/W	SHEET 1 OF 1
1282196	11120199	30.632639	-88.139332	P. STOCKMAN	N	N	N	N	N	12 KV	N	N	N	Y	



CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 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 permanent easement to Alabama Power to provide service to Japanese Gardens, from Forest Hill Dr, as shown in yellow on attached drawing.

Amount of Contract:
N/A

Funding Source
N/A

ATTACHMENTS:
1. Resolution
2. AL POWER ESMT JAPAN GRDN

REVIEWERS:
Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Council Member Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and 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 easement, to ALABAMA POWER COMPANY as set out in W.E. # A6554-06-AY26, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to Japanese Gardens, located at 700 Forest Hill Dr., Mobile, AL.

Adopted:

_____

City Clerk

APC NO. 72319842

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A6554-06-AY26

Parcel No. 28 01 11 3 000 114.000

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2026, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, (hereinafter known as "Grantor" or "City") and Alabama Power Company, a corporation, (hereinafter known as "Power Company" or "Grantee"):

W I T N E S S E T H:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

BEG AT PT INTER OF W/S OF FOREST HILL DR & N/L ZEIGLER BLVD NWLY 530 FT(S) TO PT ON CURVE NELY ALG SD CURVE 150 FT(S) NELY 190 FT S AROUND CURVE 50 FT(S) W/S FOREST HILL DR S ALG W/S R/W 760 FT(S) TO POB BEING IN SEC 11 T4S R2W #SEC 11 T4S R2W #MP28 01 11 3 114.000. The Property is further identified as Tax Parcel Number 28 01 11 3 000 114.000 in the property tax records in the office of the Revenue Commissioner of Mobile County, Alabama. Location of the easement herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No.#A6554-06-AY26** marked as Exhibit "A" attached hereto and made a part hereof. As needed for installation of new underground facilities for a new commercial customer within City of Mobile property located at **700 Forest Hill Dr. Mobile, AL, City of Mobile property**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE, in consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. 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.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications

of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a like condition immediately prior to the construction.

E. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and if the City determines that the Facilities unreasonably interfere with the City's use or operations, then upon written notice and within a commercially reasonable time, Grantee shall, at the City's cost and expense, relocate, adjust, or underground in Grantee's discretion, the Facilities within the Easement Areas or to a comparable location identified and owned by the City and agreeable to Grantee.

F. The Power Company shall promptly notify the City of any hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

G. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities and provides written notice to Grantor of its intent to abandon the easement, all rights granted herein shall revert to the City.

H. 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.

I. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

J. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

K. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

L. Nothing contained in this Easement shall be interpreted or construed to grant Alabama Power Company the right to provide telecommunications, broadband, or other communication services to the public within the City without complying with all applicable federal, state, and municipal laws, ordinances, franchise requirements, permitting requirements, and regulations governing the use of municipal streets, rights-of-way, and public property.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, 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 Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

[Signature page follows]

APC NO. 72319842
W.E. # A6554-06-AY26

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by **Spiro N. Cheriogotis, Mayor of the City of Mobile** and attested by _____ _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2026.

CITY OF MOBILE

_____
SPIRO N. CHERIOGOTIS
MAYOR

ATTEST:

_____

Print Name:_____

Date: _____

ALABAMA POWER COMPANY

_____
By: _____

Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that **Blake Jarrett**, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24th day of June, 2026.

_____
Notary Public-State at Large
My Commission Expires: _____

ERICA C. MAIZE
My Commission Expires
August 5, 2029

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1278735 11147351 | Map Center LatLon: 30.707205 -88.151225 | 1 inch = 63 feet

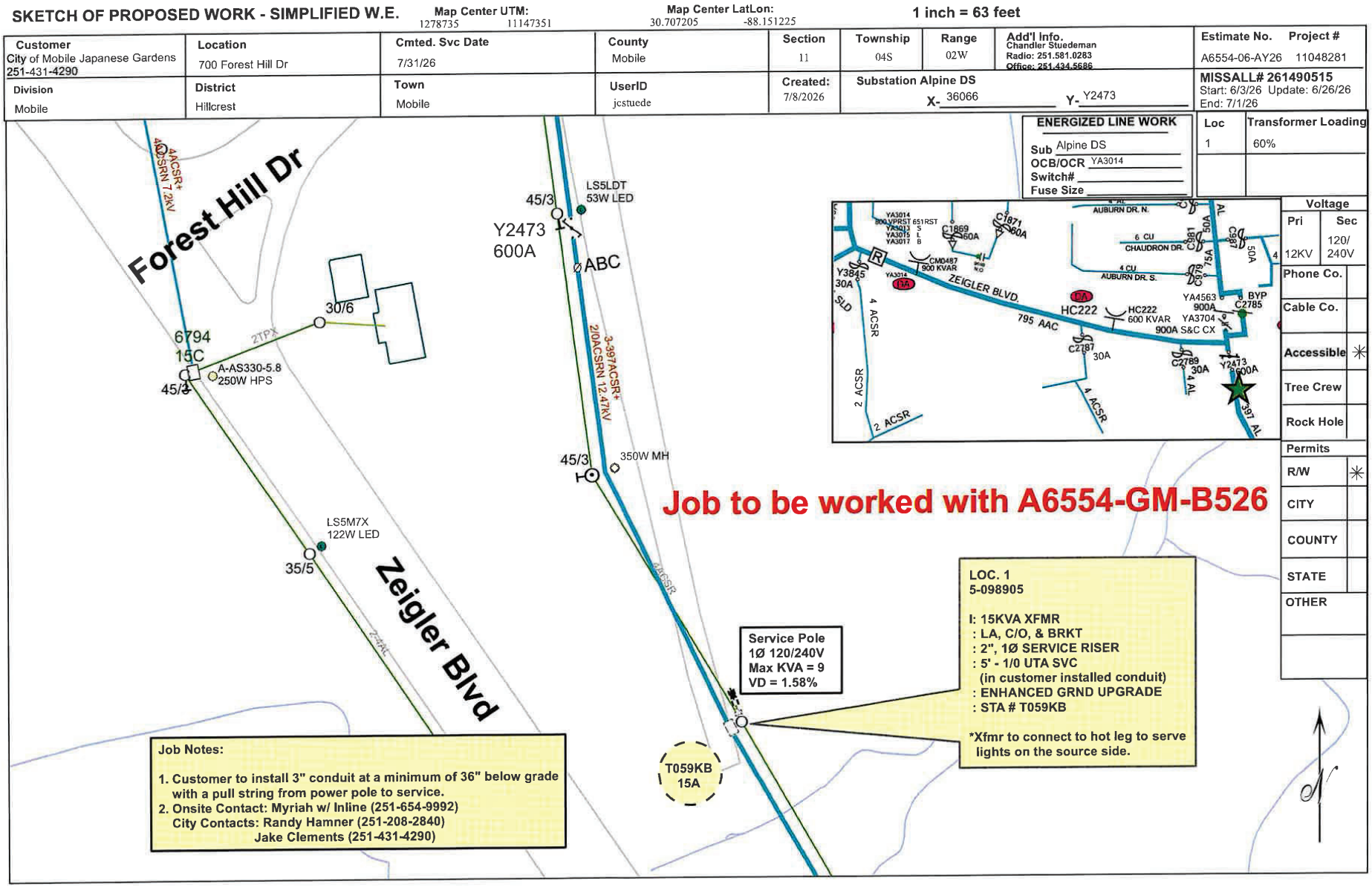
Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.	Project #
City of Mobile Japanese Gardens 251-431-4290	700 Forest Hill Dr	7/31/26	Mobile	11	04S	02W	Chandler Stuedeman Radio: 251.581.0283 Office: 251.434.5686	A6554-06-AY26	11048281
Division Mobile	**District** Hillcrest	**Town** Mobile	**UserID** jcstuede	**Created:** 7/8/2026	**Substation** Alpine DS X- 36066 Y- Y2473			**MISSALL# 261490515** Start: 6/3/26 Update: 6/26/26 End: 7/1/26	

ENERGIZED LINE WORK
Sub Alpine DS
OCB/OCR YA3014
Switch#
Fuse Size

Loc	Transformer Loading
1	60%

Voltage	
Pri	Sec
12KV	120/240V

Phone Co.	
Cable Co.	
Accessible	✳
Tree Crew	
Rock Hole	
Permits	
R/W	✳
CITY	
COUNTY	
STATE	
OTHER	





CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 14, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Curits Graves, Public Safety Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

The Mobile Fire-Rescue, Cruise Terminal, and the Special Operations Marine Unit has requested that the Office of Grants Management apply for the FY2026 FEMA Port Security Grant Program. The departments are seeking water rescue vessels, protective gear, and operator training. The equipment and training protect the Port of Mobile.

Amount of Contract:

Funding Source
Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Port Security Grant Program

ATTACHMENTS:
1. Cover Letter
2. RESOLUTION

REVIEWERS:
Kelsi Tippery
Kelsi Tippery
Cherlina Monteiro
James Barber

July 8, 2026

Dear Councilmembers:

The Mobile Fire-Rescue, Cruise Terminal, and the Special Operations Marine Unit has requested that the Office of Grants Management apply for the FY2026 FEMA Port Security Grant Program. The departments are seeking water rescue vessels, protective gear, and operator training. The equipment and training protect the Port of Mobile.

Funding comes from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Port Security Grant Program. The total amount of grant assistance requested is $1,000,000.00. This funding opportunity requires 25% local match. The deadline to submit the application to the FEMA is July 24, 2026.

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) grant assistance up to the amount of $417,441.00 in support of the FY26 Port Security Grant Program.

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 Department of Homeland Security. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council shall appropriate matching funds in the amount of $94,422.00 in the event this grant is awarded in full.

Adopted:

_____

City Clerk

2026

RESOLUTION

Sponsored by: Mayor 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 from the South Alabama Regional Planning Commission's Area Agency on Aging grant assistance in the amount of $50,000 in support of the Title III funding opportunity. 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 South Alabama Regional Planning Commission's Area Agency on Aging. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council commits a minimum of 10% in-kind matching funds in the amount of $5,000 from personnel costs in Parks and Recreation department 2040 (Seniors and Therapeutics), above and beyond the grant amount, to support the full execution of this program.

Adopted:

_____

City Clerk