

### REQUEST FOR BIDS

### **FOR**

### BERKSHIRE APARTMENTS – DEMOLITION (PHASE 1) BUILDING ADDRESS: 4021 SEABREEZE ROAD N. MOBILE, ALABAMA 36609

PROJECT NUMBERS: ME-004-25; ME-006-25

CITY OF MOBILE, ALABAMA
MUNICIPAL ENFORCEMENT DEPARTMENT
4851 MUSEUM DRIVE
(P. O. Box 1827)
MOBILE, ALABAMA 36633-1827
PHONE: (251) 208-1540

DATE: December 3, 2025

BID DATE: December 17, 2025 Set Number\_\_\_\_

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### **EXHIBIT A**

### **SCOPE OF WORK - INDEX**

### BERKSHIRE APARTMENTS – DEMOLITION (PHASE 1) 4021 SEABREEZE ROAD N., MOBILE, ALABAMA PROJECT NUMBERS: ME-004-25; ME-006-25

Scope of Work for ONE (1) Bid Package:

Bid Package – Consist of (2) Two-Stories Duplex Buildings

Scope of Work: Provide a full "Wet Demolition" in removing the two burned structures including all contents inside and as described in the attached general notes and specifications provided, including all foundations, footings, slabs, etc. All demolition material and debris shall be sent to an approved and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile. Contractor shall clear lot by removing all debris resulting from the demolition of structure and all debris as designated in piles, scattered or otherwise on the site. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, application and certification for payment and required close-out documents.

The following are included in the scope of work:

SECTION: 00100 INVITATION TO BID

SECTION: 00200 INSTRUCTIONS FOR BIDDERS

SECTION: 00220 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SECTION: 00400 BID FORM

A. SUBCONTRACTING AND MAJOR SUPPLIER PLAN

B. DBE-UTILIZATION REPORT C. BID MAP AND SITE PLAN

**D. EXISTING PHOTOS** 

SECTION: 02100 DEMOLITION BY WET METHOD

SECTION: 02921 SEEDING

EXHIBIT AA: LAND DISTURBANCE PLANS

A. COVER SHEET - AREA MAP

B. SHEET C101-EXISTING SITE/BEST MANAGEMENT PLAN

C. SHEET C102- PROJECT SCOPE

D. SHEET C501-ENVIRONMENTAL CONTROL PLAN & DETAILSE. SHEET C502-SUPPLEMENTAL ENVIRONMENT GENERAL NOTES

EXHIBIT BB: SPECIAL PROVISIONS FOR EROSION AND SEDIMENT CONTROL ON

**DEMOLITION SITES** 

• EXHIBIT CC: BEST MANAGEMENT PRACTICES FOR DEMOLITIONS WHERE LEAD-

BASED

• EXHIBIT 1: E-VERIFY (Sample document)

EXHIBIT 2: AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A

STIPULATED SUM (Sample document)

EXHIBIT 3: PERFORMANCE BOND; LABOR AND MATERIAL PAYMENT BOND
 EXHIBIT 4: CITY OF MOBILE INSURANCE AND ENDORSEMENT REQUIREMENTS

• EXHIBIT 5: APPLICATION AND CERTIFICATION FOR PAYMENT AND

**CONTINUATION SHEET G702 AND G703 (Sample documents)** 

• EXHIBIT 6: CERTIFICATE OF SUBSTANTIAL COMPLETION G704

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

G706 (Sample document)

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - G706 A

(Sample document)

**CONSENT OF SURETY TO FINAL PAYMENT G707** 

END OF SCOPE OF WORK

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:

BERKSHIRE APARTMENTS – DEMOLITION (PHASE 1)

PROJECT LOCATION: 4021 SEABREEZE ROAD N.

4021 SEABREEZE ROAD N. MOBILE, ALABAMA 36609

PROJECT NUMBERS: ME-004-25; ME-006-25

### 1 BID DATE:

A. Notice is hereby given that the City of Mobile will receive **Sealed Bids** for the above stated project on <u>Wednesday</u>, <u>December 17</u>, <u>2025</u>, no later than <u>2:15 local time</u>. Bidder 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, Government Plaza, 9<sup>th</sup> Floor South Administrative Tower, 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. The same 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 at the following location:
  - a. City of Mobile, Municipal Enforcement Department, 4851 Museum Drive, Mobile Alabama 36608. Bidders must contact the Deputy Director at 251-208-1540, prior to coming to the building for documents review and or pick-up.
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the City of Mobile nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Bidders that request documents be sent by mail or another delivery service shall provide the cost of delivery by separate check or money order, which cost is non-refundable, in addition to the cost of Bid Documents.
  - a. Payment shall be made by check or money order to the City of Mobile. No cash or credit card payments will be accepted.
  - b. Only bidders who have registered with the Deputy Director may receive electronic (pdf) bid documents.
- D<sub>\*</sub> Bidders are requested to pick-up Bid Documents from City of Mobile, Municipal Enforcement Department between the hours of 8:30 AM to 11:30 PM and 1:00 PM to 3:00 PM.
- E. Bidders receiving a minimum of one complete set of Bid Documents shall register with the Deputy Director.
- F. Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid Documents and all Pre-Bid Conference attendees.
- G. Bidders requesting Section 3 Status and Certification, must be pre-qualified before submitting a bid (see <a href="https://workwith.cityofmobile.org/Section3">https://workwith.cityofmobile.org/Section3</a>).

H. Subcontractors must be pre-qualified before submitting a bid (see https://workwith.cityofmobile.org/Section3).

### 3 BID SURETY: Required on Bids \$10,000.00 or more

- A. A Cashier's Check drawn on an Alabama bank 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 is required to accompany Bid.
- B. Bid Bond must be signed or countersigned by a licensed resident agent of the State of Alabama.
- C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
- D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

### 4 SURETY QUALIFICATIONS:

- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
- B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

### 5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

### 6 BIDDER QUALIFICATIONS:

- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors with the Classification Codes of (BC-Building Construction) or (D-Demolition). Note that if the contract amount is \$15,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. Contractor should verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors before bidding.
- B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

### 7 NON-RESIDENT CONTRACTORS:

- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
- B. Nonresident Bidders shall, prior to entering into a Contract for Construction, furnish a certificate from the Secretary of State of Alabama showing that it is qualified to transact business in Alabama and shall be registered with Alabama Department or Revenue.

### 8 MANDATORY PRE-BID CONFERENCE:

A. A MANDATORY Pre-Bid Conference shall be held on Monday, December 8, 2025, 4021 Seabreeze Road N., Mobile, Alabama 36609 at 9:00 AM local time. The conference will include a walkthrough of the site location.

- B. A representative of the contractor must be in attendance throughout the meeting, and sign-in in order to submit a bid for this project.
- C. Minutes of this conference will be made as an **Addendum** for the project.

### 9 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.
- B. Bid, with Bid Security, Sales Tax Form C-3A 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 BERKSHIRE APARTMENTS DEMOLITION (PHASE 1), 4021 SEABREEZE ROAD N.; PROJECT NUMBERS: ME-004-25; ME-006-25".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of \$50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. Bids totaling \$50,000.00 or more must have a General Contractor License with the Classification Codes of (BC-Building Construction) or (D-Demolition).
- F. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, DECEMBER 17, 2025**.
- G. 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.
- H. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

### 10 EQUAL OPPORTUNITY:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

### 11 ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid.
- B. 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 Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

**END OF SECTION 00100** 

### 1. LICENSES:

- A City Business License and a City Demolition Contractors License is required:
- B. Contractors may obtain information on a Business License by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251/208-7461.
- C. Contractors may obtain information on a Demolition Contractor License by writing the Municipal Enforcement Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-1540.
- D. A City of Mobile Business License is required and must be current when submitting a Bid, at contract execution and throughout contract period.

### 2. ASSIGNMENT:

No assignment of the Contract shall be made without written permission of the City of Mobile.

### 3. EQUAL EMPLOYMENT OPPORTUNITY:

Bidders and Contractors shall abide by Executive Order #11246 (30 F. R.12319-25) from the U. S. Department of Housing and Municipal Enforcement Department, which is available in the office of the Deputy Director of Municipal Enforcement Department. Certification of compliance with this requirement will automatically be made for all persons involved in the Work by the signature of the Contractor on the Proposal Form.

### 4. ANTI-DISCRIMINATION:

Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Contractors and subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Municipal Enforcement.

### 5. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

B. The contractor will comply with Title VI of the Civil Right Act of 1964 (88-352). The Contractor shall insert a similar provision in all sub-agreements for services covered by this agreement.

### 6. STARTING WORK AND LIQUIDATED DAMAGES:

No Work shall be started and no materials ordered until the official written Notice to Proceed is sent to the Contractor by the Municipal Enforcement Program Coordinator. The work shall be commenced within **NINETY (90)** calendar days from the date indicated by the Notice to Proceed. For each day in excess of the established completion date that the Work remains incomplete, the Contractor agrees to pay the Owner \$250.00 Liquidated Damages for this delay.

### 7. METHOD OF PAYMENT

- A. One payment, in full, will be made after the work is completed and all required close-out documents are accepted provided.
- B. When the Municipal Enforcement Program Coordinator determines that all requirements of the Contract have been satisfactorily completed, he will approve the Contractor's Request for Pay.
- 8. SAFETY OF PERSONS AND PROPERTY:
- A. It shall be the Contractor's responsibility to comply with the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596.
- B. All work performed on City of Mobile Projects shall be in conformance with the appropriate codes that are used in the City of Mobile.
- C. Contractor shall be responsible for damage done to buried cables and other utilities by their equipment, and shall contact the following offices prior to Demolition and or Securing, for information on depth, etc., of utilities in the area:

BellSouth Telephone Co.	Phone 1-800-292-8525
Alabama Power Company	Phone 694-2113
Mobile Gas Service Corp.	Phone 476-2720
Mobile Water Service System	Phone 694-3165
Western Union	Phone 438-5651
Comcast Cable	Phone 476-2190
Mediacom	Phone 653-2400

- D. Contractor will be responsible for all property and liability damages.
- **9. IRREGULARITIES AND REJECTION:** The City of Mobile reserves the right to waive irregularities in the Bid and in quoting, and to reject any or all Bids.

**END OF SECTION** 

### SECTION 00220 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

### I. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the City of Mobile Municipal Enforcement as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

### 2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Program Coordinator any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Program Coordinator by 3:00 PM at least three (3) calendar days prior to the date for receipt of Bids. E-mail requests are preferred and should be addressed to <a href="mailto:gary.jackson@cityofmobile.org">gary.jackson@cityofmobile.org</a>
- C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

### 3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

### 4. BID SECURITY:

- A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

### 5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid Conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

### 6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & 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 THE CITY OF MOBILE, BERKSHIRE APARTMENTS – DEMOLITION (PHASE 1), PROJECT NUMBERS: ME-004-25; ME-006-25, 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 that may be accepted, as listed on the Bid Form.

### 9. PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

### 10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
  - (1). Performance Bond and Labor and Material Payment Bond (originals);
  - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
  - (3). Evidence of enrollment in the E-Verify program.
  - (4). Other documentation as required by the Contract Documents.

- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.
- D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

### 11. NONDISCRIMINATION:

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

### 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. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

### 15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

### 16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

### 17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE!

- A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.
- B. Contractor must qualify and post a \$10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration P.O. Box 1827 Mobile, Alabama 36633-1827 Phone: 251-208-7421

Revenue Department P.O. Box 1827 Mobile. Alabama 36633-1827 Phone: 251-208-7461

### 18. CITY OF MOBILE BUILDING PERMIT:

- A. A City of Mobile Building Permit is required and shall be obtained from the City of Mobile, but at no cost to the Contractor.
- B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

### 19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. The project shall be completed within NINETY (90) calendar days from the date indicated by the Notice to Proceed.
- B. The Berkshire Apartments Demolition (Phase 1) will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- C. Contractor shall have access to the Woodlawn Apartments sites as approved by the Owner, but typically Monday through Friday from 8:00 A.M. to 4:00 P.M. Contractor is directed to coordinate all areas of work and scheduling with the Program Coordinator. After hours and weekend work will require prior approval of Municipal Enforcement Department and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Program Coordinator, in writing, within ten (10) calendar days of the rain event.

### 20. SITE CONSIDERATIONS:

- A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.
- D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

### 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 <a href="https://www.bc.alabama.gov">www.bc.alabama.gov</a>.
- 22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:
  - A. At each Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

### 23. NOTICE OF COMPLETION:

A. For Contracts \$50,000 or greater:

Contractor shall provide proof of publication of Advertisement of Completion for four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

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 BERKSHIRE APARTMENTS – DEMOLITION (PHASE 1); ME-004-25; ME-006-25, in Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement, 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.

### 25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

**END OF SECTION** 

### **SECTION 00400**

### **BID FORM**

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in <u>all</u> blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

TO:

REF:	PROJECT NAME:	Berkshire Apartments – Demolition (Phase 1)
	PROJECT LOCATION:	4021 Seabreeze Road N. Mobile, Alabama 36609
	PROJECT NUMBERS.:	ME-004-25; ME-006-25
docun Decer respon	nents for the subject Work  mber 3, 2025; and al , 202  nsibility to check with the Nay impact the Bid) thereto	uments and having carefully and thoroughly examined said prepared by the City of Mobile, Municipal Enforcement dated I Addendum (a) Number(s), dated 5 (CAUTION: before submitting any bid it is the Bidder's funicipal Enforcement for all Addenda or special instructions, receipt of which is hereby acknowledged, the premises and brior to making this Proposal, the Undersigned Bidder, hereby
COMPA		
		PHONE
ALABA	MA GENERAL CONTRACTOR	LICENSE NO.
CITY O	F MOBILE BUSINESS LICENS	E NO
SECRE	TARY OF STATE OF ALABAM	A BUSINESS IDENTITY NO
SECRE	TARY OF STATE OF ALABAM	A ACCOUNT NO.
(Note:	Secretary of State Account N	umber 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 thirty (30) days from the date of the Notice to Proceed.

- Bid shall include all applicable sales and use taxes.
- Bid shall be provided in whole dollar amount with no cents.

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	Amount in #	.s
(Note: Show amount in both words and figures. In case of govern). Bids shall be provided in whole dollar amount		s shall
By signing this contract,agrees that it is not currently engaged in, nor wiperson or entity based in or doing business with a of Alabama can enjoy open trade.	Il it engage in, any boycott	of a

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: A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, inter alia, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

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:(F	Printed or Typed)	
BY:		
(Signature	of Company Officer)	
COMPANY OFFICER:		
(F	Printed or Typed)	
TITLE	DATE	, 2025
(Printed or Typed)		
Sworn to and subscribed before me thi	is day of	2025
Noton: D	u blia	
Notary P	ublic	
Attachments: 1 Bid Security with	h Power of Attorney	

Secretary of State Authorization (Out of state bidders only)

SUPPLIER DIVERSITY SUBCONTRACTING & MAJOR SUPPLIER PLAN FORM SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

END OF BID FORM



# OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Via emai: Archnique.kidd@cityofmobile.org questions on completing this form.

Contact Office of Supplier Diversity for

205 Government Street, 5th Floor

# Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal

proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements "Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation "DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or

with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult 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 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. 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a

by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



# OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique, kidd@cityofmobile.org 251.208.7967
205 Government Street, 5th Floor

### FORM 1: Background and Plan

Section I. Information about your company

Telephone	Company				
Telephone	Address				
Project Description	Telephone				
Project Description Is your company a DBE company?  Work force demographics  Work force demographics  Total #of Employees  Subcontractor/Major Supplier Plan submitted by:  Printed Name:  Signature:  Title:  Trite:  Trite:  Trite:  The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentatic for DBE participation and maintenance of records of Good Faith Efforts for this contract award:  Name:  Email:  Phone:  Page 2 of 5	E-Mail				
Project Description Is your company a DBE company?  Work force demographics  Male Female Minority Non-minority SDVO  Total #of Employees  Subcontractor/Major Supplier Plan submitted by:  Printed Name:	RFP/RFQ Solicitation Number				
Is your company a DBE company? Yes No Nork force demographics Male Female Minority Non-minority SDVO  Work force demographics Male Female Minority Non-minority SDVO  Total #of Employees	Project Description				
Work force demographics       Male       Female       Minority       SDVO         Subcontractor/Major Supplier Plan submitted by:       Printed Name:       Date:         Signature:       Date:       Date:         Title:       Title:         The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentatic for DBE participation and maintenance of records of Good Faith Efforts for this contract award:         Name:       Title:         Email:       Phone:         Email:       Phone:	Is your company a DBE company?				
Subcontractor/Major Supplier Plan submitted by:  Printed Name:	Work force demographics	Î	Minority	Non-minority	SDVO
Subcontractor/Major Supplier Plan submitted by:  Printed Name:		Total #of Employees			
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	The following employee will be des for DBE participation and maintena	signated as the <b>DBE Liaison</b> for ance of records of Good Faith E	or all communication I Efforts for this contrac	regarding DBE participa <sup>:</sup> :t award:	ion including documentati
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		Pag	Je 2 of 5		Ì



### OPFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 5th Floor

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Date:			DBE? Official Verification Only						
ľ			% Of Your DI Bid Amount						
		necessary)	- pe						
Your Bid/Proposal Amount \$	u	Name of Bidder/Proposer:	Scope of Work to be performed						
	Description	nd subcont	Phone						
Please Print Company		Name of Bidder/Proposer:	Subcontractor or Major Supplier						

Page 3 of 5 Subcontractor/Supplier Plan



# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

# Subcontracting and Major Supplier Plan

# Form 2: Good Faith Effort Documentation

Name of Bidder:	
Contact Person	Phone Email
Please complet	Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.
YES (0) NO (0)	YES (□) NO (□) Did you do these suggested areas for DBE recruitment and engagement
	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform  DBEs of contracting and subcontracting opportunities.
	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	<b>SMALL CONTRACT(S)</b> : 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 NECOTIATIONS: 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.)
	<b>ADVERTISEMENT:</b> 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.

Page 4 of 5 Subcontractor/Supplier Plan



# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

# Subcontracting and Major Supplier Plan

### 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
- A description of information provided by the bidder/proposer or subcontractor; and
- 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)

if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements. There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

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.

Page 5 of 5 Subcontractor/Supplier Plan

# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

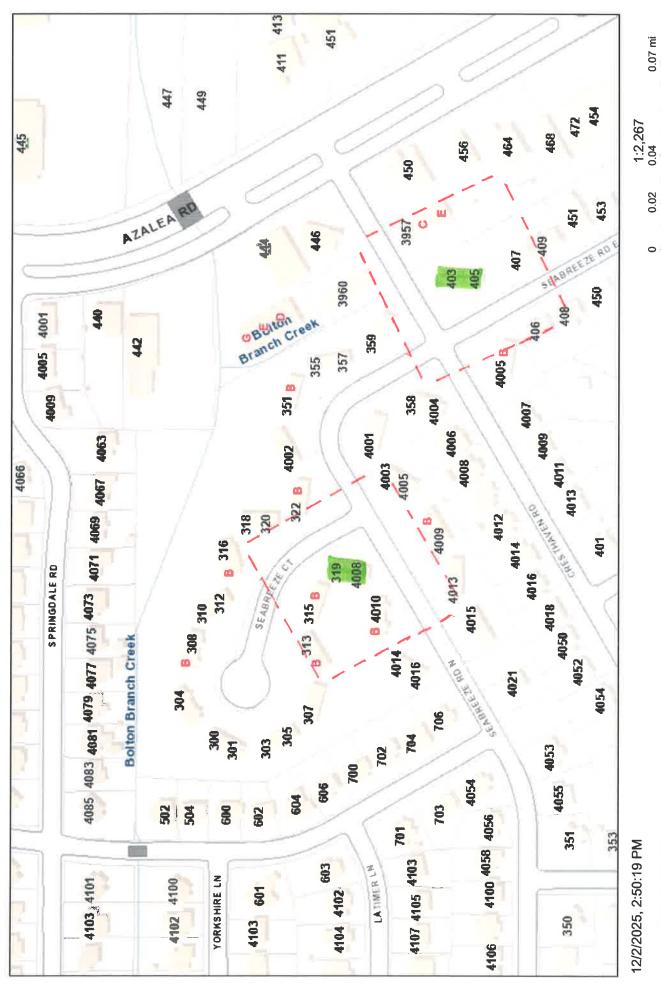
DBE Compliance
DBE UTILIZATION REPORT

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or P.O. Box 1948 Mobile, AL 36633

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tions:       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.         sstablished Percentage is not being met, please include a narrative description of the progress being made in DBE participation.         contractor       DBE SCRIPTION OF WORK       DBE SUBCONTRACT AMOUNT       DBE PAYMENTS THIS REPORT       PAYMENTS TO DATE (Verification)         \$       \$       \$       \$         \$       \$       \$         \$       \$       \$         \$       \$       \$         \$       \$       \$         \$       \$       \$         \$       \$       \$         \$       \$       \$	Contract Amount	Total Amount of (change order	f Contract Changes rs or amendments)	Final Contr (include cont	act Amount		Paymer	nts to Date from y of Mobile	OFFICE USE ONLY (Verification)
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(Title)									

DBE Utilization Report



Parcel Details 12/2/2025, 2:50:19 PM

Address

City of Mobile City of Mobile

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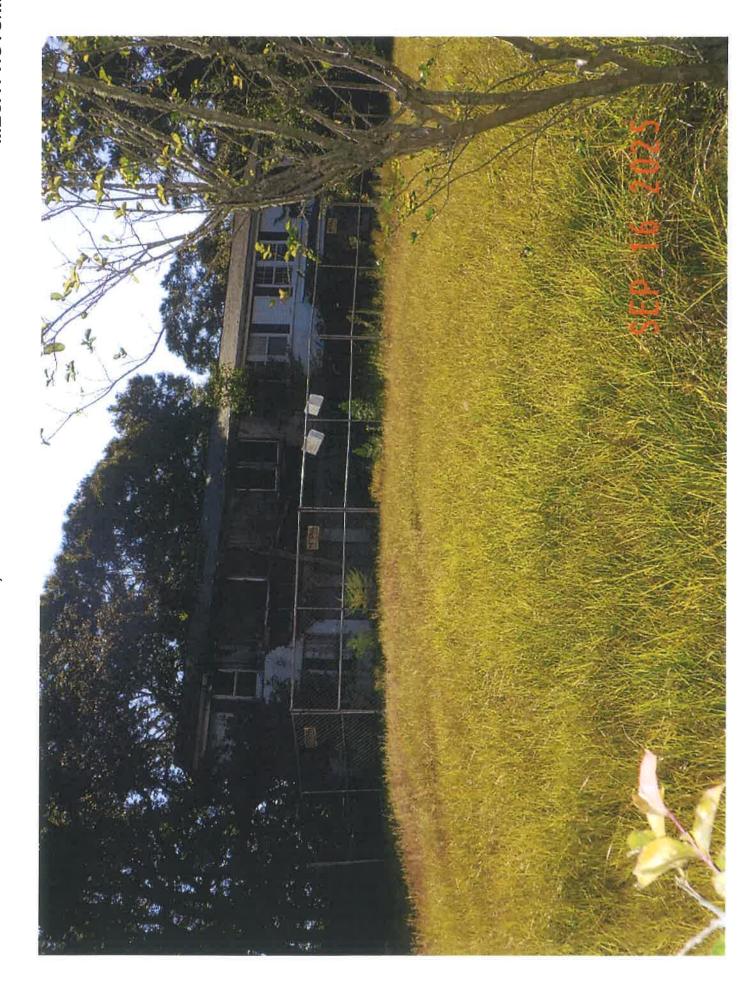
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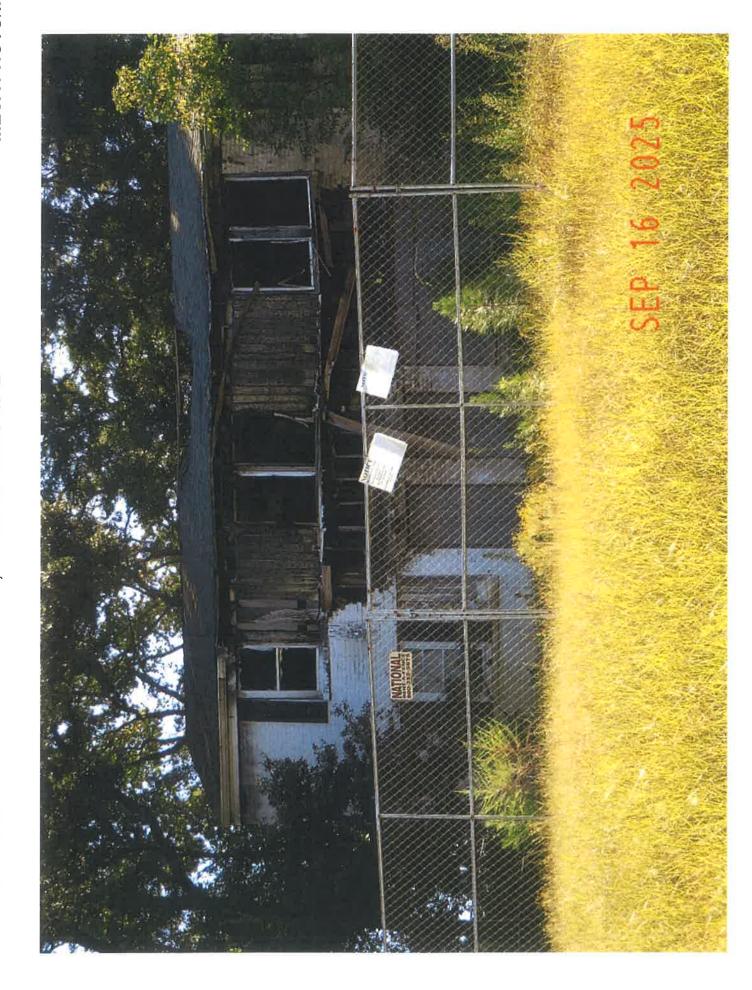
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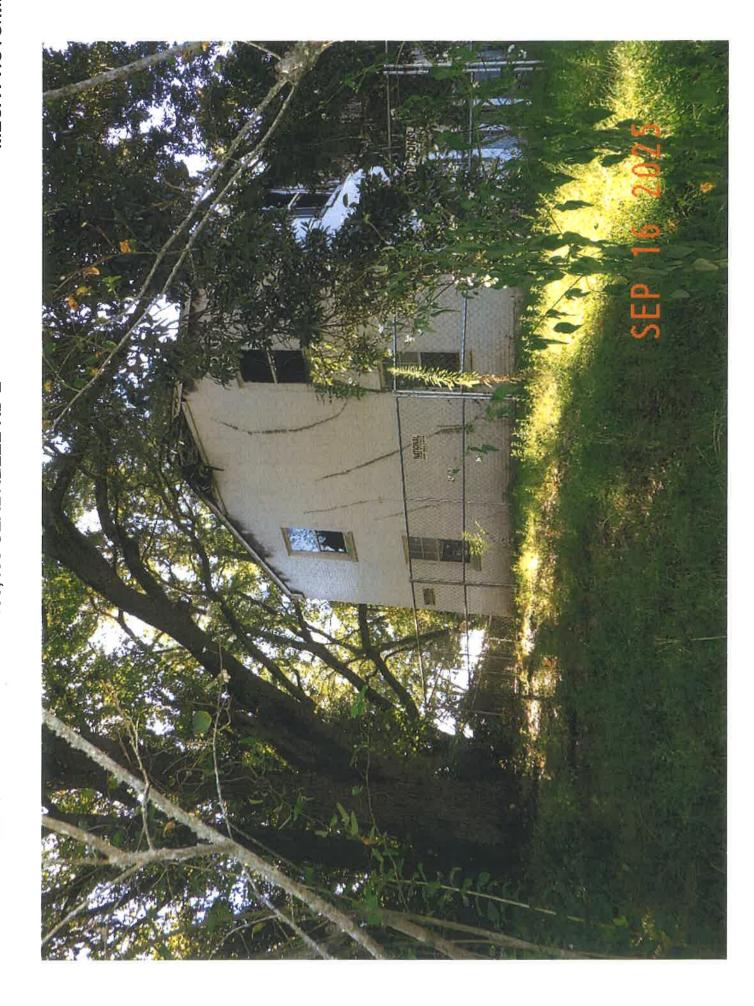


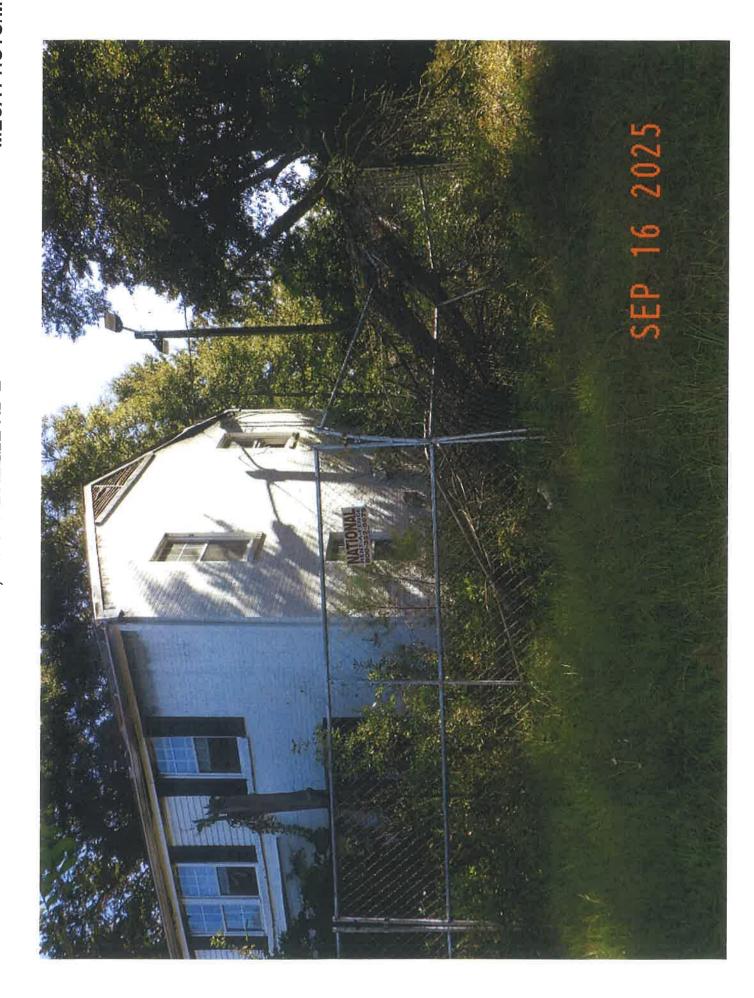












## PART 1.00 - GENERAL

### 1.01 DESCRIPTION:

### A. Work included:

Wet Demolition Work required for this Work includes, but is not necessarily limited to:

- 1. Wet Demolition and removal of structure at the address indicated on the Request for Bids documents provided, including footings, slabs, etc.
- 2. Disconnecting and capping off of all utility lines. The Contractor shall be responsible for capping off all utility lines, such as sanitary sewer, water and gas in a manner satisfactory to the respective agency. The Alabama Power Company, Mobile Gas, Mediacom, Comcast and Mobile County Health Department have already been informed that this project will be performed.
- 3. Removal of all debris resulting from removal of structures and all debris as designated, in piles, scattered or otherwise on the sites.
- 4. Photographs of structure before and after demolition.

### B. Work not included:

Wet Demolition work not required for this Scope of Work includes, but is not necessarily limited to:

- 1. Removal of trees and shrubs except as designated on sketch provided. Contact Municipal Enforcement Program Coordinator before removing any trees.
- 2. Lot cleaning except as needed to remove structure, debris on site or as noted on sketch provided.
- 3. Removal of vehicles, equipment, sheds, etc. not designated to be removed.

### 1.02 JOB CONDITIONS:

# A. Codes and standards:

All Work shall be done in accordance with the code of the City of Mobile and the requirements of the Municipal Enforcement Department. In addition to complying with all pertinent codes and regulations, comply with the requirements of those insurance carriers providing coverage for this Work.

### B. Permits:

The Contractor will obtain at no cost a demolition permit from Business Services Department Permitting Division before demolishing any structure.

### C. Special Provisions:

The Contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for materials, equipment, labor or other incidentals required to fulfill this requirement.

### C. Dust Control:

Use all means necessary to prevent the spread of dust during performance of the Work of this Section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other Work on the site.

### D. Burning:

On-site burning will not be permitted.

### E. Explosives:

No explosives shall be used.

### F. Protection:

Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Municipal Enforcement Program Coordinator and at no additional cost to the City of Mobile.

### G. Debris:

No debris of any type shall be left on site or buried on the site.

### H. Removal of Materials:

No material may be sold directly from the job site.

### I. Emissions Control:

The Contractor shall be responsible for the protection of personnel, public and surrounding area during the removal or stripping of any friable asbestos materials. The Contractor shall comply with applicable Federal and State regulations as administered by the Alabama Department of Environmental Management, OSIER and EPA.

- 1. Title 29, Code of Federal Regulations, Sections 1910.1001 and 1926.58 Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
- 2. Title 40, Code of Federal Regulations, Part 61 Subparts A & B, National Emission Standards for Hazardous Air Pollutants, U.S. Environmental Protection Agency (EPA).
- 3. All State, County and City codes and ordinances as applicable.

### **PART 3.00 - EXECUTION**

### 3.01 PREPARATION:

# A. Site Inspection:

- 1. Prior to all Work of this Section, carefully inspect the entire site and all objects designated to be removed and to be preserved.
- 2. Locate all existing utility lines and determine all requirements for disconnecting and capping.
- 3. Locate all existing active utility lines traversing the site and determine the requirements for their protection.

### B. Extent of Work:

- 1. Wet Demolition shall include only the structures indicated to be demolished as shown on the sketch provided. Footings, slabs, etc., shall be removed to a minimum depth of 36" below existing grades. All other structures, fences, vehicles, equipment and etc. to remain unless noted otherwise.
- 2. The entire lot containing the structure to be demolished shall be cut, raked and left clean. Remove all debris so that there will be no obstruction to power mowers. Grade so that water will drain to the street. If necessary, bring in additional sand-clay fill dirt. Fill shall be compacted to the satisfaction of the Municipal Enforcement Program Coordinator.
- 3. Remove debris in piles and scattered within the boundaries of the site. Portion of lot containing the debris shall be raked and left clean with no obstruction to power mower. No lot cleaning to be done except as needed to remove debris.

### 4. Grassing:

# General:

All disturbed areas shall be graded as not to promote erosion. Care shall be taken to spread topsoil over the entire area to be grassed.

### Fertilizer:

After the surface has been prepared for grassing and before any grass or seed are planted, the soil shall be loosened by harrowing and fertilized at a uniform rate with commercial 8-8-8 fertilizer.

# Seed:

The area to be grassed shall be seeded with a minimum per acre of the following:

**Common Bermuda** 

3.5 to 5 lb/1000 sq. ft.

When the grassing operation is accomplished after the month of August and before the month of March in addition to the seeding shown above, the entire area shall be over seeded with Perennial Rye grass at a rate of 40 pounds per acre. Contractor shall water and conduct other required maintenance activities of seeded areas until growth is established.

5. Contractor shall make photographs before and after demolition. Photographs shall have structure's street address, name of Contractor and date photographs were taken. All information shall be **permanently attached to photograph.** 

### 3.02 SCHEDULING:

- A. Schedule all Work in a careful manner with all necessary consideration for neighbors and the public.
- B. Avoid interference with the use of, and passage to and from adjacent buildings and facilities.

### 3.03 DISCONNECTION OF UTILITIES:

- A. Before starting site operations, disconnect or arrange for the disconnection of all utility services designated to be removed performing all such Work in accordance with the requirements of the utility company or agency involved.
- B. The Contractor shall be responsible for capping off all utility lines, such as sanitary sewer, water, and gas in a manner satisfactory to the respective agency. The Alabama Power Company has been notified to disconnect electric service. Sewer line shall be exposed near property line and capped. Before covering capped sewer line call Municipal Enforcement Program Coordinator for inspection. No Request for Payment will be processed before this inspection is made.

### 3.04 PROTECTION OF UTILITIES:

Preserve in operating condition all active utilities traversing the site and designated to remain.

### 3.05 REMOVAL OF DEBRIS:

Remove all debris from the site and leave the site in a neat and orderly condition to the approval of the Municipal Enforcement Program Coordinator.

# 3.06 INSPECTIONS:

At the completion of the Work, the Contractor shall notify the Municipal Enforcement Program Coordinator who will arrange an inspection to certify that the structure's site has been cleared in accordance with the Specifications.

**END OF SECTION** 

SECTION 02921 SEEDING

# PART 1 - GENERAL

### 1.1 SCOPE

A. The work covered by this Section includes the furnishing of all materials and equipment and the performing of all labor to complete Seeding as specified in the Contract Drawings and as herein specified or directed by the Municipal Enforcement Program Coordinator or Authorized Representative.

B. This work shall include, but is not limited to: topsoil preparation and placement, seeding, fertilizing, and liming as required, straw mulch placement, reseeding, refertilizing, watering, and mowing all areas designated for lawn establishment.

### 1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- Unless otherwise indicated the most recent edition of the publication, including any revisions, shall be used.
- C. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, Latest Edition with all latest addenda is to be used for this Section, except as modified herein.
- D. American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T 88

(2004) Test for Particle Size Analysis of Soils

AASHTO T 194

(2004) Determination of Organic Matter in Soils by Wet

Combustion

### 1.3 SUBMITTALS

- A. General: Submit each item in this Section according to the Conditions of the Contract and the Special Provisions for information only, unless otherwise indicated.
- B. Contractor shall submit material certifications and source of supply for seed mix, topsoil material, and all soil additives.

### PART 2 – PRODUCTS

### 2.1 TOPSOIL

- A. Topsoil shall meet requirements of ALDOT Standard Specifications for Highway Construction.
- B. Furnished topsoil from off-site sources shall be natural, friable surface soil uniform in color and texture. Topsoil shall be free from slag, stones, lumps of soil, sticks, roots, trash, and other material. Obtain topsoil displaced from naturally well-drained construction sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs, or marshes. Topsoil shall meet the following requirements:
  - 1. Organic content between 5.0% to 10.0% by weight when tested as specified in AASHTO T194.
  - 2. Corrected pH value not less than 6.0 nor more than 7.5.
  - 3. Grading analysis shall be as follows: minimum 100% passing by weight 2 inch sieve size, 90% passing No. 4 sieve, 80% passing No. 10 sieve.
  - 4. Topsoil analyzed for sand, silt, and clay as specified in AASHTO T 88.
- C. Salvaged surface soil stockpiled on-site may be reused, if suitable and approved by the Municipal Enforcement Program Coordinator or Authorized Representative. Surface soil shall be cleaned of all roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

### 2.2 AGRICULTURAL LIMESTONE

A. Agricultural limestone shall contain not less than 85% calcium and magnesium carbonates. Dolomitic (magnesium) limestone shall contain at least 10% carbonates. Grading analysis shall be as follows: minimum 100% passing by weight No. 10 sieve size, 98% passing No. 20 sieve, 50% passing No. 100 sieve.

### 2.3 FERTILIZER

A. Granular and Liquid Fertilizer shall be commercial grade conforming to all State and Federal regulations and the Standards of the Association of Official Analytical Chemists.

### 2.4 SEED

- A. Seed Classification: State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.
- B. Permanent Seed Species and Mixtures: Permanent seed species and mixtures shall be proportioned by weight as follows:

Botanical Name	Mixture Percent Percent Pure Common Name by Weight	Live Seed	
	LAWN SEED		
Cynodon Dactylon	Common Bermuda grass	90	90

C. Temporary Seed Species: Temporary seed species for surface erosion control or overseeding shall be as follows:

Percent Pure	Live Seed
Common Name	
Perennial Rve grass	98
	750

### 2.5 STRAW MULCH

- A. Straw shall consist of thoroughly threshed cereal grains. Straw shall be free of noxious weeds and weed seeds as described in paragraph entitled "Seed" of this Specification. Straw shall be visually inspected to ensure that it is free from mold, foreign substances, and is in an air-dry condition suitable for placing with mulch blower equipment.
- B. Wood Cellulose Fiber shall be a processed wood product having uniform fiber characteristics which will remain in uniform suspension in water under agitation and will blend with seed, fertilizer, and other additives to form a homogenous slurry. The fiber shall perform satisfactorily in hydraulic seeding equipment without clogging or damaging the system. The slurry shall contain a green dye that provides easy visual inspection for uniformity of application.
- C. Erosion Control Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50% to 65% open area. Include manufacturer's recommended steel wire staples, 4 inches long. (on slope sites only)

# PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine areas to receive seed for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected. SECTION 02921 SEEDING

# 3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Prepare subgrade by scarifying to a depth of 4 inches below final grade. Remove stones and other foreign material 3 inches or greater in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Apply 24-5-11 fertilizer at a rate of 5 pounds per 1000 square feet. Fertilizer shall be incorporated into the soil to a maximum of 4 inch depth or may be incorporated as part of the tillage or hydroseeding operation.
- D. Grade lawn areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus ½ inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Till prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

# 3.4 SEEDING

- A. Seeding shall be performed when the temperature is above 32 degrees F and the ground is not frozen. Seeding should occur from April to October for spring planting, June to October for summer planting, and October to December for fall planting.
- B. Areas to be seeded shall conform to the specified finished grades and be free of any weed or plant growth. All areas shall be loosened by discing, harrowing, raking or by other approved methods immediately prior to seeding, unless otherwise directed by the Municipal Enforcement Program Coordinator or Authorized Representative. The area shall be free of all clods, stones and other foreign materials larger than 3 inches. All gullies, washes or disturbed areas that develop subsequent to final dressing shall be repaired prior to seeding. On slopes less than 3:1 and on flat areas, the final seedbed shall be prepared so there is an even and uniform germination of seed and final stand of turf.
- C. Sow seed evenly with spreader or seeder. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Touch up edges of lawn as needed.
- D. Sow seed at the rate of 3.5 to 5 lb/1000 sq. ft.
- E. Rake seed lightly into top 1/8 to 1/4 inch of topsoil, roll lightly, and water with fine spray.
- F. Protect seeded areas with slopes exceeding 25% with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- G. Protect seeded areas with slopes not exceeding 25% by spreading straw mulch. Material shall be applied uniformly at a minimum rate of 2 tons/acre. Mulch applied by blowers shall provide a loose depth of ½ inch to 2 inches. The length of 95% of the straw mulch shall be 6

SECTION 02921 SEEDING

inches or more in length. Mulch applied by hand shall provide a loose depth of 1.5 inches to 3 inches. Anchor straw mulch by crimping into topsoil with suitable mechanical equipment.

### 3.5 PROTECTION

A. All seeded areas must be protected from any foot or playground traffic until the seeded areas have become fully established.

### 3.6 RESEEDING

A. Reseeding consists of applying seed and fertilizer to previously seeded and mulched areas where turf establishment has not been successful. Work shall be as directed by the Municipal Enforcement Program Coordinator or Authorized Representative.

### 3.7 REFERTILIZING

A. Refertilizing shall consist of applying 12-4-8 fertilizer to topsoiled areas. Work shall be as directed by the Municipal Enforcement Program Coordinator or Authorized Representative.

### 3.8 LAWN ESTABLISHMENT & MAINTENANCE

- A. Contractor shall water seeded lawn areas adequately from time of planting, through germination, until establishment and acceptance by the Municipal Enforcement Program Coordinator or Authorized Representative. Seeded areas shall be thoroughly soaked after planting and kept moist at all times. Do not over water creating puddles and excessive runoff. Soak the soil deeply and water again only after top 1 to 2 inches begin to dry out.
- B. Contractor shall mow new lawn areas as necessary until established and accepted by the Municipal Enforcement Program Coordinator or Authorized Representative. When grass reaches 3 inch height, mow to 2 inch height. Remove grass clippings and reseed and mulch with straw all spots not having a uniform stand of grass. Contractor shall not be responsible for more than two mowings unless there is failure to produce an even and acceptable stand of turf.
- C. Reseed as necessary to establish a uniform stand of turf.
- D. Turnover of establishment and maintenance activities of the new lawn to the owner will be accepted after all punch list items have been performed and a satisfactory lawn has been established and accepted by the Municipal Enforcement Program Coordinator or Authorized Representative. Before final acceptance, the Contractor shall repair any lawn area that is defective or damaged due to the Contractor's negligence at no additional cost.

# 3.9 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. The contractor shall maintain barricades throughout the construction period, and the owner shall take over this responsibility after the construction period, and remove after lawn is adequately established.
- C. Remove erosion-control measures after lawn establishment period and acceptance by the Municipal Enforcement Program Coordinator or Authorized Representative.

**END OF SECTION** 

# Control Franklin Moran Linestane Moran Moran Cyline Moran Cyline Moran Cyline Control Cont

# CITY OF MOBILE, ALABAMA

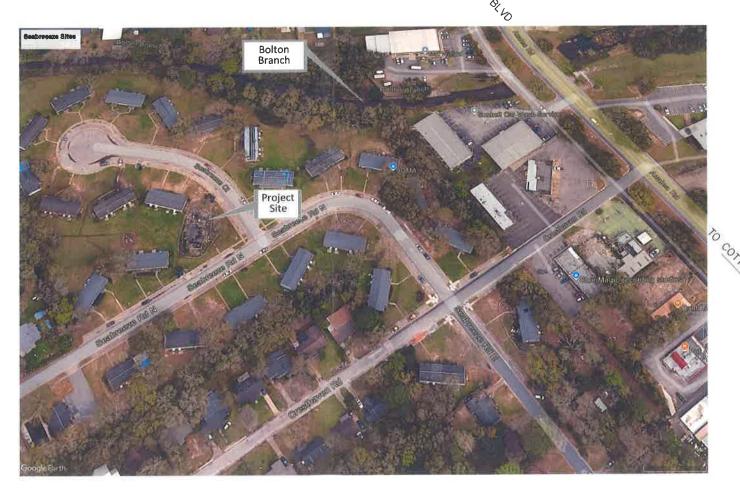
CONSTRUCTION PLANS FOR

NUISANCE ABATEMENT-DEMOLITION OF BUILDING
PROJECT NO: ME-004-25
(BERKSHIRE APTS, LLC) 4008 SEABREEZE RD N
AND 319 SEABREEZE COURT
MOBILE, ALABAMA 36609

DISTRICT 5: BEAU FLEMINGS III



**VICINITY MAP** 





NTS

# CITY OF MOBILE ELECTED OFFICIALS

MAYOR: HONORABLE SPIRO CHERIOGOTIS

DISTRICT 1: CORY PENN

DISTRICT 2: SAMANTHA INGRAM

DISTRICT 3: C. J. SMALL
DISTRICT 4: BEN REYNOLDS

DISTRICT 5: BEAU FLEMING III

**DISTRICT 6: JOSH WOODS** 

DISTRICT 7: GINA GREGORY

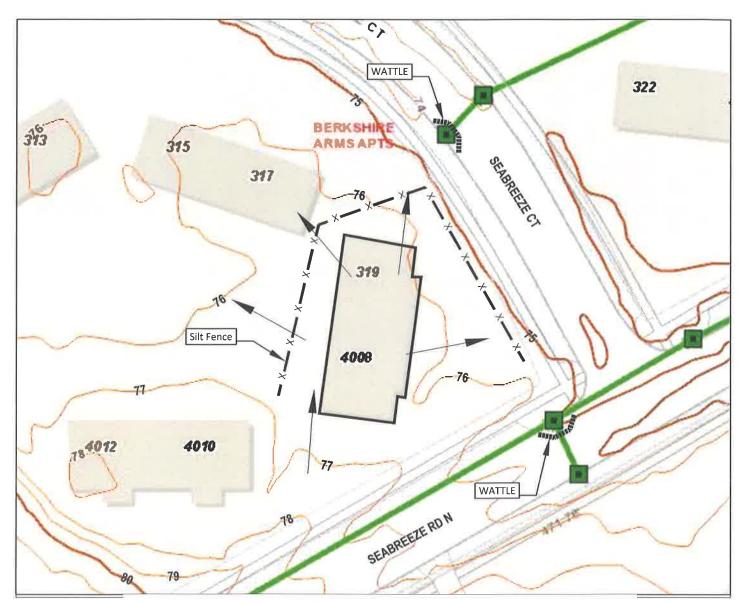






1114 WILDWOOD AVE MOBILE, AL 36609 p251.605.2023

PREPARED BY: ENGINEER: LICENSE NO.: DATE: DORSEY & DORSEY ENGINEERING, INC. LARRY C. DORSEY, PE ALABAMA 21807 November 14, 2025



# **Existing Site/Best Management Plan**



**Aerial View** 



# NOTES:

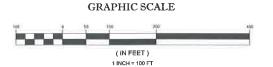
- The contractor is fully responsible for the protection of the water quality at all times during construction. The contractor shall size, install, and maintain adequate controls for the site. Refer to the ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL and STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.
- 2. Contractor shall contact the CITY ENGINEERING DEPARTMENT via email at land disturbance@cityofmobile.org at least 24 hours prior to beginning any work on this site to schedule an initial on—site BMP inspection with the appropriate city engineering inspector. Failure to contact the CITY ENGINEERING DEPARTMENT prior to beginning any work is a violation of the STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE and may invoke enforcement action in the form of a municipal offense ticket.
- At a minimum, silt fence and/or wattles must be placed along the outer edges of the active site to protect any direct or indirect sedimentation flows onto adjacent properties or into the surrounding streets and inlets.
- 4. A system of wattles or other devices shall be used to protect any area or drop inlets on the site.
- 5. All controls must remain in place until a stabilized surface is established and protected with sodding. No disturbed area(s) shall remain denuded longer than 10 days.
- The contractor is responsible for daily inspections and continued maintenance of all erosion control elements.
- The controls shown in these plans are only as a minimum guide for initial locations. This does not minimize the requirements that be maybe necessary with the different construction activities.
- See Sheets C501 & C502 for some details and other supplemental BMP requirements that can be used if necessary.



**Current Street View** 

5-11 23-1 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14 13-14

MOBILE



11/14/2025	DORSEY
C101 - Seobreeze319	S. DORSEY
HDISIONS/ISSUES:	DATE





DESCRIPTION:
BERKSHIRE HILLS PART A - SUBDIVISION

PARCEL NO: R022808384001063.000

from the City of Mobile GIS mapping.

LOT SIZE: 0.21 ACRES LAND DISTURBED: 0.11 ACRES

319 Seabreeze Ct #A 319 Seabreeze Ct #B

BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV INT

4006 Seabreeze Rd N #A
4006 Seabreeze Rd N #B
OWNER: BERKSHIRE APARTMENTS LLC 60% UNDIV INT &

1. Background information and contours shown were taken

 The existing lot is relatively flat and slopes from the building in a northerly and eastwardly fall from EL 77 to EL 75. It is bounded by sidewalks on the south and east sides.

ADDRESSES:

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Excellence

1114 WILDWOOD AVE MOBILE, ALABAMA 36609 p251.605.2023 CITY PROJECT NO: ME-004-25

FRISHIRE APARTMENTS

BERKSHIRE APARTMENTS, LLC 319 Seabreeze Ct 4008 Seabreeze Rd N CITY OF MOBILE, ALABAMA

EXISTING SITE/ BEST MANAGEMENT PLAN

C101



**Site Demolition Plan** 

# B319 ERKSHIRE APARTMENT, LLC BUILDING DEMOLITION 319 SEABREEZE CT & 4008 SEABREEZE RD N, MOBILE, ALABAMA 36609

The scope of this project is to demolish and remove the building as outlined,

### GENERAL NOTES

Based upon this criteria, the design considers the following:

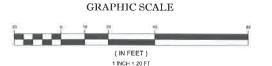
- 1. Maintain the existing storm water surface flow and grades as much as possible.
- 2. Do not add any new underground storm drainage pipes.
- 3. Provide a wet demolition & remove the structures at the address indicated above and as shown, including all footings, slabs, sidewalks leading to the building, etc.
- Contractor will not be allowed to recycle any material removed from the site. All demolition material and debris must be sent to an approved Industrial and Construction and Demolition (C&D) Landfill.
- Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas in a manner satisfactory to the respective agency and the City of Mobile, Municipal Enforcement Department.
- Contractor shall clear lots by removing all debris resulting from the demolition of structures and all debris as designated in piles, scattered or otherwise on the sites.
- 7. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices for Demolitions where Lead-Based Paint and/or Asbestos containing materials may be present, per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment records, invoices for payment and required close-out documents.
- 8. Protect existing trees from damage, unless directed otherwise by the engineer.

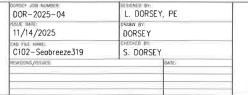
# SPECIFICATION NOTES:

Unless indicated otherwise, all site work shall meet the latest standards (with the exception to the payment clauses) of the Alabama Department of Transportation (ALDOT) latest edition. Below are the primary standards, but not necessarily all needed to build this site as presented:

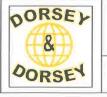
Clearing and Grubbing: Section 201
Removals: Section 205
Earthwork: Section 210 (A-4 or better)
Density: Section 306.03(b)
Topsoil: Section 650
Ground Preparation: Section 652
Mulching: Section 656
Temporary Soil Erosion: Section 665
Construction Safety Fence: Section 674
Materials: Division 800











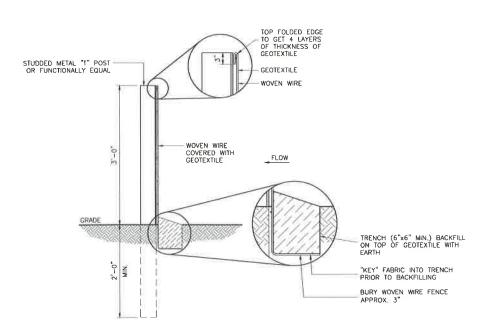
Integrity Quality Excellence

1114 WILDWOOD AVE MOBILE, ALABAMA 36609 p251.605.2023 BERKSHIRE APARTMENTS, LLC 319 Seabreeze Ct 4008 Seabreeze Rd N CITY OF MOBILE, ALABAMA

CITY PROJECT NO: ME-004-25

PROJECT

scope C102



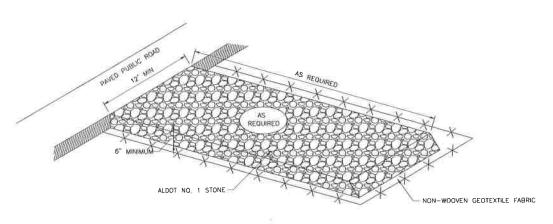
# SILT FENCE DETAIL

NOT TO SCALE

### NOTES:

(TYPE A) SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IN NOT SEVERE OR AS DIRECTED BY THE ENGINEER.

SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED AREAS AND ADJACENT TO STREAMS, RIVERS, AND CHANNELS.



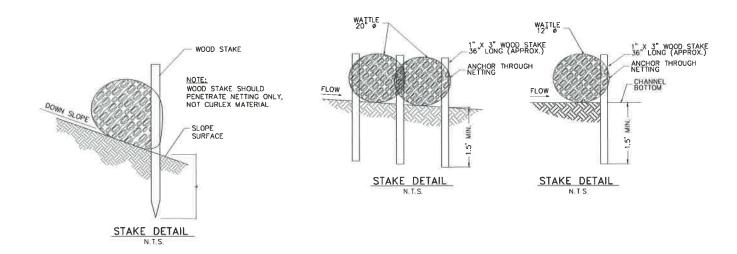
# **CONSTRUCTION EXIT PAD**

NOT TO SCALE

### MAINTENANCE:

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN SUCH A WAY TO PREVENT THE MOVEMENT OF MUD INTO PUBLIC TRAVEL WAYS. AGGREGATE SHOULD BE ADDED TO THE PAD WHENEVER IT WILL NOT SERVE AS AN ALL WEATHER TRAVEL WAY FOR THE CONSTRUCTION VEHICLES. CONSTRUCTION EXIT PROTECTIVE MEASURES SHALL BE USED AT ANY SITE EXIT LOCATION REQUIRED TO MEET THESE REQUIREMENTS.

A WASH STATION SHALL BE ADDED TO THE CONSTRUCTION EXIT PAD. THE CONTRACTOR IS RESPONSIBLE FOR ASSURANCE THAT ALL MUD IS WASHED OFF ALL EQUIPMENT BEFORE LEAVING THE SITE, DISCHARGES FROM THE WASH DOWN STATION SHALL BE FREE OF SEDIMENT AND NOT CAUSE ADVERSE TURBIDITY IMPACTS IN RECEIVING WATERS, THE CONTRACTOR IS RESPONSIBLE FOR SUITABLE POWER WASHING EQUIPMENT.



# **EXCELSIOR WATTLE DETAILS**

NOT TO SCALE



GRAPHIC SCALE (NONE)

11/14/2025	DORSEY	
C501-Seabreeze319	S. DORSEY	
WANTE TO SECURE	DATE	





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1114 WILDWOOD AVE MOBILE, ALABAMA 36609 p251.605.2023 CITY PROJECT NO: ME-004-25

BERKSHIRE APARTMENTS, LLC 319 Seabreeze Ct 4008 Seabreeze Rd N CITY OF MOBILE, ALABAMA

ENVIRONMENTAL CONTROL PLAN & DETAILS

# SUPPLEMENTAL GENERAL NOTES

### **EROSION AND SEDIMENT CONTROLS:**

### 1. VEGETATIVE PRACTICES

Such practices may include: temporary seeding, permanent seeding, mulching, mating, sod stabilization, vegetative buffer strips, phasing and protection of trees. The contractor shall initiate appropriate vegetative practices on all disturbed areas within seven (7) days if they are to remain dormant (undisturbed) for more than fifteen (15) days. Permanent or temporary soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site.

### 2. STRUCTURAL PRACTICES

Structural practices shall be used to control erosion and trap sediment from all sites remaining disturbed for more than fourteen (14) days.

Sediment control structures shall be functional throughout earth distrubing activity. Sediment basins and perimeter sediment barriers shall be implemented as the first step of grading and within seven (7) days from the start of grubbing. They shall continue to function until the upslope development area is re-stabilized.

### 4. SEDIMENT BARRIERS

Sheet flow runoff from denuded areas shall be intercepted by sediment barriers, sediment barriers, such as filter farbric fence (and wattles, or straw bails), shall protect adjacent lands and water resources from sediment transport bt sheet flow.

### 5 WASTE DISPOSAL

No solid or liquid waste, including building materials, shall be discharged into storm water runoff. Off-site vehicle tracking of sediments shall be minimized. The plan shall ensure and demonstrate compliance with applicable state or local waste disposal, sanitary sewer or septic

### 6 MAINTENANCE

All temporary and permanent control practices shall be maintained and repaired as needed to assure continued performance of their intended function

### **VEGETATIVE PRACTICES:**

### 1 PRESERVING EXISTING VEGETATION

Wherever possible, preserve existing trees, shrubs and other vegetation. To prevent root damage, do not grade, place soil piles, or park vehicles near trees marked for preservation Place plastic mesh fence barriers around trees to protect the area below their branches.

### 2. REVEGETATION

Seed, sod or mulch bare soil as soon as possible. If construction is completed after October 31, seeding or sodding may be delayed. Applying mulch or temporary seed (such as rye or winter wheat) is recommended if weather permits. Straw bale or silt fences must be maintained until final seeding or sodding is completed in spring March 1 - May 31.

### 3. SEEDING AND MULCHING

Spread 4 to 6 inches of topsoil. Fertilize according to the soil test or apply 2 lb./1000 sq.ft. of 19-24-6 fertilizer. Seed with an appropriate mix for the site (See Table 1). Rake lightly to cover seed with 1/4 inch of soil. Roll lightly. Mulch with straw (70-90 lb.) or one bale per 1000 sq. ft. Anchor mulch by punching 2 inches into the soil with a dull, weighted disk or by using netting or other measures on steep stopes or windy areas. water gently every day or two to keep soil moist. Less watering is needed once grass is 2 inches tall.

### TYPICAL LAWN SEED MIXTURES

PERCE( GRASS	NT BY WEIGHT		OVERALL SITE
COMMON BERMUDA ANNUAL RYEGRASS	GRASS	80% 20%	(CYNODON DACTYLON)
SEEDING RATE (LB./1000 SQ. FT.)	TABLE 1	3	

### 4 SODDING

MOBILE

Spread 4 to 6 inches of topsoil. Fertilize according to soil test or apply 2 lb./1000 sq. ft. of 18-24-6 fertilizer. Lightly water soil lay sod. Tamp or roll lightly. On slopes, lay sod starting at the bottom and work toward the top. Peg each piece down in several places. Initial watering should wet soil 6 inches deep (or until water stands 1 inch deep in a straight sided container). Then water lightly every day or two for 2 weeks.

### SEDIMENT BARRIERS:

Locate away from any downslope street, driveway, stream, lake, wetland, ditch or drainage way. Temporary seed such as annual rye is recommended for topsoil piles. Surround with straw bales

### 2. SILT FENCE (WATTLES OR STRAW BALES)

Put up before any other work is done. Install on down slope side(s) of site with ends extended up side slopes a short distance. Place parallel to the contour of the land to allow water to pond before the fence. Entrench bales 4 inches deep. Stake with 2 stakes per bale or 1 stake every 3 feet for silt fence. Leave no gaps between bales or silt fence. Inspect and repair once a week and after every 1/2 inch of rain. Remove sediment if deposits reach half the fence or straw bale height. Maintain until a lawn is established.

### STORM DRAIN INLET PROTECTION:

To prevent sediment from entering the storm discharge systems prior to permanent stabilization of the disturbed drainage area. Different types of structures are applicable to different conditions

### 1. PLANNING CONSIDERATIONS

Storm sewers, which are made operational before their drainage area is stabilized, can convey large amounts of sediment to natural drainage ways. In case of extreme sediment toading, the storm sewer itself may clog and lose a major portion of its capacity. To avoid these problems, it is necessary to prevent sediment from entering the system at the inlets. This practice contains several types of inlet filters and traps which have different applications, dependent upon site conditions and type of inlet. Other innovative techniques for accomplishing the same purposes are encouraged, but only after careful study of their effectiveness should they be installed.

### 2. DESIGN CRITERIA

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. The inlet protection devices shall be constructed in such a manner that any resultant ponding of stormwater will not cause excessive inconvenience or damage to adjacent areas or structures. Design criteria, more specific to each particular inlet protection device, will be found with that construction specification.

### 3. FABRIC DROP INLET PROTECTION -SEDIMENT FILTER

Staked filter fabric shall be placed surrounding the inlet, the filter barrier shall be entrenched and backfilled. A narrow trench shall be excavated around the inlet to a minimum depth of 12". After the stakes are in place, backfilled and compacted against the

This method of inlet protection is applicable where the inlet drains a relatively flat area (slopes no greater than 5 percent) where sheet or overland flows (not exceeding

Block and gravel inlet protection or filter fabric inlet protection devices, such as dandy curb sack or equal, are to be used on existing inlets along the driveway or

# CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) NOTES

### CONSTRUCTION PHASE REQUIREMENTS:

- 1. GENERAL During construction, the contiractor shall be responsible for the implementation of the CBMPP in accordance with the requirements listed below.
- 2. POTENTIAL POLLUTANTS The follow categories shall be considered potential pollutants if not
- 2.1. CONSTRUCTION EQUIPMENT: Fuel, oil, antifreeze, grease, and brake fluid from internal combustion engine equipment; dust created by driving equipment across dry,
- 2.2. CONSTRUCTION MATERIALS: Siltation of soil resulting from earth moving rainfall or tracking by vehicles; waste created by cutting, sawing, and drilling operations
- 2.3. CONSTRUCTION MATERIAL PACKAGING: Cardboard boxes, wood crates and pallets; cellophane used to wrap boxes on pallets; styrofoam and other materials used to cushion materials in boxes; bags used to hold small parts
- 3. STORMWATER QUALITY CONTIROL MEASURES FOR LAND DISTURBING ACTIVITIES.
- 3.1. Provide and maintain access drive to the site.
- 3.2. Sediment control along down slope sides of construction site using silt fence or straw bales to control rain water sheet flow and siltation from construction site (see

construction plans).

- 3.3. Provide sediment control for concentrated flow areas barriers to slow down and filter siltation. the only concentrated flow areas anticipated for this site are around catch basins and drainage swales
- 3.4. STORM SEWER INLET PROTECTION All storm sewer inlets/catch basins shall be provided with filters around inlets to prevent silt from entering storm sewer system
- 3.5. Runoff control measures primarily the site drains by sheet flow to the northwest.
- 3.6. No grade stabilization structures are anticipated on this site.
- 3.7. All dimensions and specifications for stormwater quality measures are shown on this sheet or C501. Location of measures are shown on erosion control plan sheet and
- 3.8. Permanent and temporary surface stability shall be completed per notes and specifications on this sheet. Soil stockpile areas shall be temporarily stabilized and perimeter silt fence protection around the stock pile shall be installed and maintained
- 3.9. Contractor shall establish a material handling and spill prevention plan. See plan guidelines below for additional information
- 3.10. The stormwater pollution prevention measures shall be inspected weekly and following 1/2" rain event, All inspections must be documented. Documentation shall include name of individual doing inspection, date, and amount of last rainfall, practices inspected, practices maintained and/or repaired.
- 3.11. Contractor shall follow and adhere to erosion and sediment control notes and specifications shown in construction plans.
- 4. MATERIAL HANDLING AND SPILL PREVENTION PLAN Contractor shall develop a plan to handle material and prevent spills on site during construction. All contractors on the site shall comply with the plan. Pollutants shall be previously described in paragraph 2.
- 4.1. CONSTRUCTION EQUIPMENT shall be fueled and serviced at one location on the site. This location shall be a hard surface or compacted stone. Spills shall be cleaned immediately by absorption of liquid with absorbent material. Remove and properly dispose all contaminated materials following a spill. All spills shall be immediately reported to construction manager. Equipment repairs shall be completed off-site at a facility suitable for containment of fluids. If repairs are necessary on-site, suitable impermeable ground cover and containers shall be used to prevent contamination of soil below. All potential pollutant containers shall be routinely inspected for leaks. If leaks are detected, containers shall be disposed of properly. All empty or unusable containers of possible pollutants shall be removed from the site and disposed of properly.
- 4.2. CONSTRUCTION MATERIALS All erosion and sediment control measures as shown on the drawings shall be in place prior to disturbance of land adjacent to the control measure. Measures shall be maintained until final restoration is established. Any areas damaged shall be immediately repaired. Waste materials including cuttings, scraps, equipment and material packaging materials created at the site shall be immediately disposed of into acceptable and covered waste containers. Waste containers shall be emptied frequently so not to overfill causing waste materials to litter the site. Daily inspections of the site shall be completed to pick up and dispose of waste materials. Inspect stored material for loose packaging material. If found, re-fasten material or dispose of them properly.

### DUST CONTROL

A water truck equipped with suitable sprinkling devices and street sweeping equipment shall be on-site during periods of dry weather for dust control. Water shall be applied at least 4 times a day to all unpaved surfaces during periods of dry weather to help control dust. Dust control evaluations shall be performed during representative, normal working conditions by the contractor. No evaluations shall be necessary if precipitation has occurred that is sufficient for dust control.

BERKSHIRE APARTMENTS. LLC 319 Seabreeeze Ct 4008 Seabreeze Rd N CITY OF MOBILE, ALABAMA

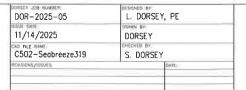
CITY PROJECT NO: ME-004-25

**SUPPLEMENTAL ENVIRONMENTAL** 

> CONTROLS C502

SHEET DESCRIPTION & NUMBER









Integrity

1114 WILDWOOD AVE **MOBILE, ALABAMA 36609** p251.605.2023

Excellence

Quality

# PROJECT LOCATION

VICINITY MAP

# CITY OF MOBILE, ALABAMA

**CONSTRUCTION PLANS** FOR

NUISANCE ABATEMENT-DEMOLITION OF BUILDING PROJECT NO: ME-004-25 (BERKSHIRE APTS, LLC) 4008 SEABREEZE RD N AND 319 SEABREEZE COURT

MOBILE, ALABAMA 36609 DISTRICT 5: BEAU FLEMINGS III







# CITY OF MOBILE ELECTED OFFICIALS

# MAYOR: HONORABLE SPIRO CHERIOGOTIS

DISTRICT 1: CORY PENN

**DISTRICT 2: SAMANTHA INGRAM** 

DISTRICT 3: C. J. SMALL

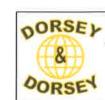
**DISTRICT 4: BEN REYNOLDS DISTRICT 5: BEAU FLEMING III** 

DISTRICT 6: JOSH WOODS

**DISTRICT 7: GINA GREGORY** 





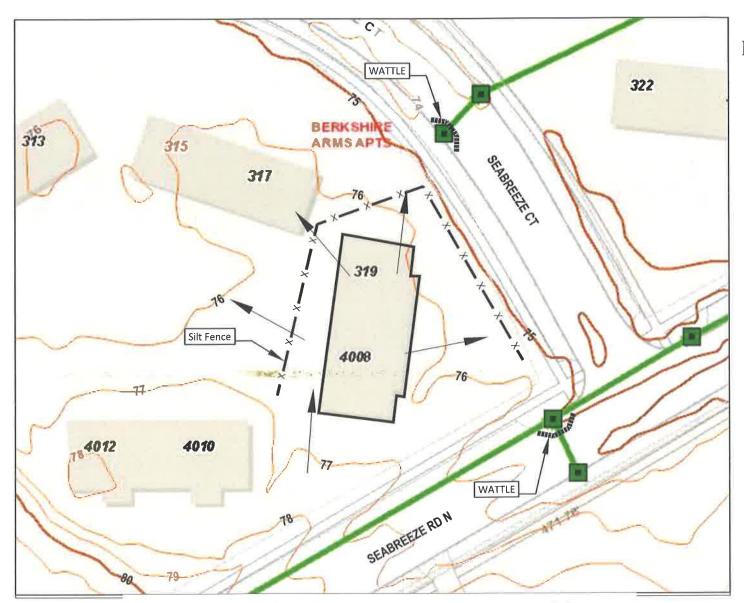




1114 WILDWOOD AVE MOBILE, AL 36609 p251.605.2023

PREPARED BY:

DORSEY & DORSEY ENGINEERING, INC. LARRY C. DORSEY, PE ALABAMA 21807 November 14, 2025



**Existing Site/Best Management Plan** 



**Aerial View** 



# NOTES:

- The contractor is fully responsible for the protection of the water quality at all
  times during construction. The contractor shall size, install, and maintain adequate
  controls for the site. <u>Refer to the ALABAMA HANDBOOK FOR EROSION CONTROL.</u>
  <u>SEDIMENT CONTROL</u> and <u>STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND
  URBAN AREAS, LATEST EDITION.</u>
- 2. Contractor shall contact the CITY ENGINEERING DEPARTMENT via email at tand.disturbance@cityofmobile.org at least 24 hours prior to beginning any work on this site to schedule an initial on—site BMP inspection with the appropriate city engineering inspector. Failure to contact the CITY ENGINEERING DEPARTMENT prior to beginning any work is a violation of the STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE and may invoke enforcement action in the form of a municipal offense ticket.
- 3. At a minimum, silt fence and/or wattles must be placed along the outer edges of the active site to protect any direct or indirect sedimentation flows onto adjacent properties or into the surrounding streets and inlets.
- A system of wattles or other devices shall be used to protect any area or drop inlets on the site.
- 5. All controls must remain in place until a stabilized surface is established and protected with sodding. No disturbed area(s) shall remain denuded longer than 10 days.
- The controctor is responsible for daily inspections and continued maintenance of all erosion control elements.
- The controls shown in these plans are only as a minimum guide for initial locations.

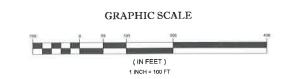
  This does not minimize the requirements that be maybe necessary with the different construction activities.
- 8. See Sheets C501 & C502 for some details and other supplemental BMP requirements that can be used if necessary.

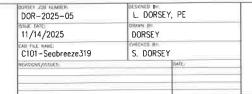


**Current Street View** 

**CITY PROJECT NO: ME-004-25** 

BERKSHIRE APARTMENTS, LLC 319 Seabreeze Ct 4008 Seabreeze Rd N CITY OF MOBILE, ALABAMA EXISTING SITE/ BEST MANAGEMENT PLAN









DESCRIPTION: BERKSHIRE HILLS PART A - SUBDIVISION

PARCEL NO: R022808384001063,000

LAND DISTURBED: 0.11 ACRES

319 Seabreeze Ct #A

319 Seabreeze Ct #B

BERKSHIRE APARTMENTS TIC SL LLC 40% UNDIV IN

OWNER: BERKSHIRE APARTMENTS LLC 60% UNDIV INT &

1. Background information and contours shown were taken from the City of Mobile GIS mapping.

 The existing lot is relatively flat and slopes from the building in a northerly and eastwardly fall from EL 77 to EL 75. It is bounded by sidewalks on the south and east sides.

ADDRESSES:

LOT SIZE: 0.21 ACRES



1114 WILDWOOD AVE MOBILE, ALABAMA 36609 p251.605.2023



**Site Demolition Plan** 

### B319 ERKSHIRE APARTMENT, LLC BUILDING DEMOLITION 319 SEABREEZE CT & 4008 SEABREEZE RD N, MOBILE, ALABAMA 36609

The scope of this project is to demolish and remove the building as outlined.

### GENERAL NOTES

Based upon this criteria, the design considers the following:

- 1. Maintain the existing storm water surface flow and grades as much as possible.
- 2. Do not add any new underground storm drainage pipes.
- 3. Provide a wet demolition & remove the structures at the address indicated above and as shown, including all footings, slabs, sidewalks leading to the building, etc.
- 4. Contractor will not be allowed to recycle any material removed from the site. All demolition material and debris must be sent to an approved Industrial and Construction and Demolition (C&D) Landfill.
- 5. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas in a manner satisfactory to the respective agency and the City of Mobile, Municipal Enforcement Department.
- 6. Contractor shall clear lots by removing all debris resulting from the demolition of structures and all debris as designated in piles, scattered or otherwise on the sites.
- 7. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices for Demolitions where Lead-Based Paint and/or Asbestos containing materials may be present, per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment records, invoices for payment and required close-out documents,
- 8. Protect existing trees from damage, unless directed otherwise by the engineer.

# SPECIFICATION NOTES:

Unless indicated otherwise, all site work shall meet the latest standards (with the exception to the payment clauses) of the Alabama Department of Transportation (ALDOT) latest edition. Below are the primary standards, but not necessarily all needed to build this site as presented:

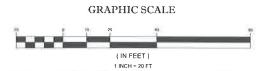
Clearing and Grubbing: Section 201 Removals: Section 205

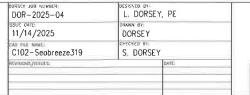
Earthwork: Section 210 (A-4 or better)

Density: Section 306.03(b) Topsoil: Section 650

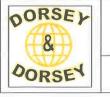
Ground Preparation: Section 652 Mulching: Section 656

Temporary Soil Erosion: Section 665 Construction Safety Fence: Section 674 Materials: Division 800









Integrity Quality Excellence

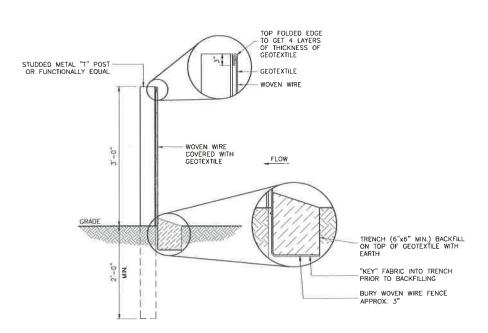
> 1114 WILDWOOD AVE p251.605.2023

CITY PROJECT NO: ME-004-25

BERKSHIRE APARTMENTS, LLC 319 Seabreeeze Ct 4008 Seabreeze Rd N **CITY OF MOBILE, ALABAMA** 

**PROJECT** SCOPE

C102



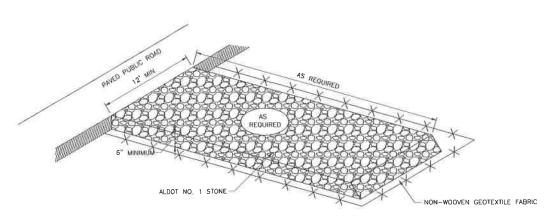
# SILT FENCE DETAIL

NOT TO SCALE

### NOTES:

(TYPE A) SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IN NOT SEVERE OR AS DIRECTED BY THE ENGINEER.

SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED AREAS AND ADJACENT TO STREAMS, RIVERS, AND CHANNELS,



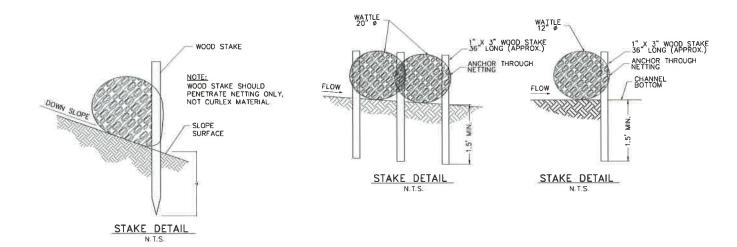
# **CONSTRUCTION EXIT PAD**

NOT TO SCALE

### MAINTENANCE:

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN SUCH A WAY TO PREVENT THE MOVEMENT OF MUD INTO PUBLIC TRAVEL WAYS. AGGREGATE SHOULD BE ADDED TO THE PAD WHENEVER IT WILL NOT SERVE AS AN ALL WEATHER TRAVEL WAY FOR THE CONSTRUCTION VEHICLES. CONSTRUCTION EXIT PROTECTIVE MEASURES SHALL BE USED AT ANY SITE EXIT LOCATION REQUIRED TO MEET THESE REQUIREMENTS.

A WASH STATION SHALL BE ADDED TO THE CONSTRUCTION EXIT PAD, THE CONTRACTOR IS RESPONSIBLE FOR ASSURANCE THAT ALL MUD IS WASHED OFF ALL EQUIPMENT BEFORE LEAVING THE SITE. DISCHARGES FROM THE WASH DOWN STATION SHALL BE FREE OF SEDIMENT AND NOT CAUSE ADVERSE TURBIDITY IMPACTS IN RECEIVING WATERS, THE CONTRACTOR IS RESPONSIBLE FOR SUITABLE POWER WASHING EQUIPMENT.



# **EXCELSIOR WATTLE DETAILS**

NOT TO SCALE



GRAPHIC SCALE (NONE)

11/14/2025	DORSEY
C501-Seabreeze319	S. DORSEY
htworks/steets-	CAUE:





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1114 WILDWOOD AVE MOBILE, ALABAMA 36609 p251.605.2023 CITY PROJECT NO: ME-004-25

BERKSHIRE APARTMENTS, LLC 319 Seabreeze Ct 4008 Seabreeze Rd N CITY OF MOBILE, ALABAMA ENVIRONMENTAL CONTROL PLAN & DETAILS

# SUPPLEMENTAL GENERAL NOTES

### **EROSION AND SEDIMENT CONTROLS:**

### 1. VEGETATIVE PRACTICES

Such practices may include: temporary seeding, permanent seeding, mulching, mating, sod stabilization, vegetative buffer strips, phasing and protection of trees. The contractor shall initiate appropriate vegetative practices on all disturbed areas within seven (7) days if they are to remain dormant (undisturbed) for more than fifteen (15) days. Permanent or temporary soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site.

### 2 STRUCTURAL PRACTICES

Structural practices shall be used to control erosion and trap sediment from all sites remaining disturbed for more than fourteen (14) days.

Sediment control structures shall be functional throughout earth distrubing activity. Sediment basins and perimeter sediment barriers shall be implemented as the first step of grading and within seven (7) days from the start of grubbing. They shall continue to function until the upslope development area is re-stabilized.

### 4. SEDIMENT BARRIERS

Sheet flow runoff from denuded areas shall be intercepted by sediment barriers, sediment barriers, such as filter farbric fence (and wattles, or straw bails), shall protect adjacent lands and water resources from sediment transport bt sheet flow.

No solid or liquid waste, including building materials, shall be discharged into storm water runoff, Off-site vehicle tracking of sediments shall be minimized. The plan shall ensure and demonstrate compliance with applicable state or local waste disposal, sanitary sewer or septic

### 6. MAINTENANCE

All temporary and permanent control practices shall be maintained and repaired as needed to assure continued performance of their intended function.

### **VEGETATIVE PRACTICES:**

### 1. PRESERVING EXISTING VEGETATION

Wherever possible, preserve existing trees, shrubs and other vegetation. To prevent root damage, do not grade, place soil piles, or park vehicles near trees, marked, for preservation Place plastic mesh fence barriers around trees to protect the area below their branches.

### 2. REVEGETATION

Seed, sod or mulch bare soil as soon as possible. If construction is completed after October 31, seeding or sodding may be delayed. Applying mulch or temporary seed (such as rye or winter wheat) is recommended if weather permits. Straw bale or silt fences must be maintained until final seeding or sodding is completed in spring March 1 - May 31.

### 3. SEEDING AND MULCHING

Spread 4 to 6 inches of topsoil. Fertilize according to the soil test or apply 2 lb./1000 sq.ft. of 18-24-6 fertilizer. Seed with an appropriate mix for the site (See Table 1). Rake lightly to cover seed with 1/4 inch of soil. Roll lightly. Mulch with straw (70-90 lb.) or one bale per 1000 sq. ft. Anchor mulch by punching 2 inches into the soil with a dull, weighted disk or by using netting or other measures on steep slopes or windy areas. water gently every day or two to keep soil moist. Less watering is needed once grass is 2 inches tall.

### TYPICAL LAWN SEED MIXTURES

PERCENT B	Y WEIGHT FOR OVERALL SITE
COMMON BERMUDA GRA ANNUAL RYEGRASS	80% (CYNODON DACTYLON)
SEEDING RATE (LB./1000 SQ. FT.)	3

### 4 SODDING

Spread 4 to 6 inches of topsoil. Fertilize according to soll test or apply 2 lb./1000 sq. ft. of 18-24-6 fertilizer. Lightly water soil lay sod. Tamp or roll lightly. On slopes, lay sod starting at the bottom and work toward the top. Peg each piece down in several places. Initial watering should wet soil 6 inches deep (or until water stands 1 inch deep in a straight sided container). Then water lightly every day or two for 2 weeks.

### SEDIMENT BARRIERS:

### 1. SOIL PILES

Locate away from any downslope street, driveway, stream, lake, wetland, ditch or drainage way. Temporary seed such as annual rye is recommended for topsoil piles. Surround with straw bales

### 2. SILT FENCE (WATTLES OR STRAW BALES)

Put up before any other work is done. Install on down slope side(s) of site with ends extended up side slopes a short distance. Place parallel to the contour of the land to allow water to pond before the fence. Entrench bales 4 inches deep. Stake with 2 stakes per bale or 1 stake every 3 feet for silt fence. Leave no gaps between bales or silt fence. Inspect and repair once a week and after every 1/2 inch of rain. Remove sediment if deposits reach half the fence or straw bale height. Maintain until a lawn is established.

### STORM DRAIN INLET PROTECTION:

To prevent sediment from entering the storm discharge systems prior to permanent stabilization of the disturbed drainage area. Different types of structures are applicable to different conditions.

### 1. PLANNING CONSIDERATIONS

Storm sewers, which are made operational before their drainage area is stabilized, can convey large amounts of sediment to natural drainage ways. In case of extreme sediment loading, the storm sewer itself may clog and lose a major portion of its capacity. To avoid these problems, it is necessary to prevent sediment from entering the system at the inlets. This practice contains several types of inlet filters and traps which have different applications, dependent upon site conditions and type of Inlet. Other innovative techniques for accomplishing the same purposes are encouraged, but only after careful study of their effectiveness should they be installed.

### 2. DESIGN CRITERIA

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. The inlet protection devices shall be constructed in such a manner that any resultant ponding of stormwater will not cause excessive inconvenience or damage to adjacent areas or structures. Design criteria, more specific to each particular inlet protection device, will be found with that construction specificati

### 3. FABRIC DROP INLET PROTECTION -SEDIMENT FILTER

Staked filter fabric shall be placed surrounding the inlet.the filter barrier shall be entrenched and backfilled. A narrow trench shall be excavated around the inlet to a minimum depth of 12". After the stakes are in place, backfilled and compacted against the

This method of inlet protection is applicable where the inlet drains a relatively flat area (slopes no greater than 5 percent) where sheet or overland flows (not exceeding

Block and gravel inlet protection or filter fabric inlet protection devices, such as dandy curb sack or equal, are to be used on existing inlets along the driveway or

# CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) NOTES

# CONSTRUCTION PHASE REQUIREMENTS:

- 1. GENERAL During construction, the contiractor shall be responsible for the implementation of the CBMPP in accordance with the requirements listed below.
- 2. POTENTIAL POLLUTANTS The follow categories shall be considered potential pollutants if not controlled by the contractor.
- 2.1.CONSTRUCTION EQUIPMENT: Fuel, oil, antifreeze, grease, and brake fluid from internal combustion engine equipment, dust created by driving equipment across dry,
- 2.2. CONSTRUCTION MATERIALS: Siltation of soil resulting from earth moving, rainfall, or tracking by vehicles; waste created by cutting, sawing, and drilling operations
- 2.3. CONSTRUCTION MATERIAL PACKAGING: Cardboard boxes, wood crates and pallets; cellophane used to wrap boxes on pallets; styrofoam and other materials used to cushion materials in boxes: bags used to hold small parts.
- 3. STORMWATER QUALITY CONTIROL MEASURES FOR LAND DISTURBING ACTIVITIES.
- 3.1. Provide and maintain access drive to the site.
- 3.2. Sediment control along down slope sides of construction site using silt fence or straw bales to control rain water sheet flow and siltation from construction site (see

construction plans).

- 3.3. Provide sediment control for concentrated flow areas barriers to slow down and filter siltation. the only concentrated flow areas anticipated for this site are around catch basins and drainage swales.
- 3.4. STORM SEWER INLET PROTECTION All storm sewer inlets/catch basins shall be provided with filters around inlets to prevent silt from entering storm sewer system
- 3,5, Runoff control measures primarily the site drains by sheet flow to the northwest
- 3.6. No grade stabilization structures are anticipated on this site.
- 3.7. All dimensions and specifications for stormwater quality measures are shown on this sheet or C501. Location of measures are shown on erosion control plan sheet and
- 3.8. Permanent and temporary surface stability shall be completed per notes and specifications on this sheet. Soil stockpile areas shall be temporarily stabilized and perimeter silt fence protection around the stock pile shall be installed and maintained.
- 3.9. Contractor shall establish a material handling and spill prevention plan. See plan guidelines below for additional information
- 3.10 The stormwater pollution prevention measures shall be inspected weekly and following 1/2" rain event. All inspections must be documented. Documentation shall include name of individual doing inspection, date, and amount of last rainfall, practices inspected, practices maintained and/or repaired.
- 3.11 Contractor shall follow and adhere to erosion and sediment control notes and specifications shown in construction plans.
- 4. MATERIAL HANDLING AND SPILL PREVENTION PLAN Contractor shall develop a plan to handle material and prevent spills on site during construction. All contractors on the site shall comply with the plan. Pollutants shall be previously described in paragraph 2.
- 4.1. CONSTRUCTION EQUIPMENT shall be fueled and serviced at one location on the site. This location shall be a hard surface or compacted stone. Spills shall be cleaned immediately by absorption of liquid with absorbent material. Remove and properly dispose all contaminated materials following a spill. All spills shall be immediately reported to construction manager. Equipment repairs shall be completed off-site at a facility suitable for containment of fluids. If repairs are necessary on-site, suitable impermeable ground cover and containers shall be used to prevent contamination of soil below. All potential pollutant containers shall be routinely inspected for leaks. If leaks are detected, containers shall be disposed of properly. All empty or unusable containers of possible pollutants shall be removed from the site and disposed of properly.
- 4.2.CONSTRUCTION MATERIALS All erosion and sediment control measures as shown on the drawings shall be in place prior to disturbance of land adjacent to the control Measures shall be maintained until final restoration is established. Any areas damaged shall be immediately repaired. Waste materials including cuttings, scraps, equipment and material packaging materials created at the site shall be immediately disposed of into acceptable and covered waste containers. Waste containers shall be emptied frequently so not to overfill causing waste materials to litter the site. Daily inspections of the site shall be completed to pick up and dispose of waste materials Inspect stored material for loose packaging material. If found, re-fasten material or dispose of them properly.

## DUST CONTROL

A water truck equipped with suitable sprinkling devices and street sweeping equipment shall be on-site during periods of dry weather for dust control. Water shall be applied at least 4 times a day to all unpaved surfaces during periods of dry weather to help control dust. Dust control evaluations shall be performed during representative, normal working conditions by the contractor. No evaluations shall be necessary if precipitation has occurred that is sufficient for dust control.

**CITY PROJECT NO: ME-004-25** 

BERKSHIRE APARTMENTS. LLC 319 Seabreeeze Ct 4008 Seabreeze Rd N

CITY OF MOBILE, ALABAMA

**SUPPLEMENTAL** 

**ENVIRONMENTAL** 

CONTROLS

C502

**GRAPHIC SCALE** (NONE)

L. DORSEY, PE DOR-2025-05 11/14/2025 DORSEY IECKED BY C502-Seabreeze319 S. DORSEY

11/14/2025





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# **EXHIBIT - BB**

# SPECIAL PROVISIONS FOR EROSION AND SEDIMENT CONTROL ON DEMOLITION SITES

All demolition activities for City of Mobile projects 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; and the current version of the Mobile, Alabama City Code, Chapter 17, Stormwater Management and Flood Control.

The Contractor shall be responsible for providing, implementing and maintaining temporary "Best Management Practices" (BMP's) in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

BMP's shall include, but are not limited to, installation and maintenance of proper silt fencing, berms or other containment devices required to prevent all sediment, demolition debris and trash from leaving the site, protection of all storm drains and storm water inlets both on site and within the City right-of-way, installation and maintenance of exit pads, and proper dust control as a result of demolition related activities. The Contractor shall be responsible for inspecting BMP's and making repairs/adjustments to the methods and types of erosion control utilized as necessary during the course of the construction.

The Contractor shall also be responsible for providing and installing permanent site stabilization prior to leaving the site and completion of the demolition contract. All costs for erosion and sediment control, including the costs for providing and maintaining temporary BMP's and for permanent site stabilization, shall be included in the Contractor's Quote. Contractor personnel must receive Erosion and Sediment Control training at an ADEM authorized training event. Any applicable training costs shall be the responsibility of the Contractor.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion controls shall be the responsibility of the Contractor. A Qualified Credentialed Inspector with the City of Mobile shall review on-site methods of erosion control, however, the Contractor shall indemnify and hold harmless the City of Mobile Municipal Enforcement Department and its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

# **EROSION CONTROL NOTES:**

- 1. All erosion control measure is to be in accordance with the Alabama Handbook for Erosion Control, Sediment Control, and Storm water Management on Construction Sites and Urban Areas (latest edition), and shall be maintained at all times during construction activities.
- 2. The erosion control measures indicated are a required minimum. The Contractor shall be responsible for the prevention of sediment transport from this property in accordance with all Federal, State, and Local Regulations during construction. The Contractor shall install additional devices and implement additional practices if warranted by field conditions. Prior to construction activities, the Contractor shall install all silt fencing and sediment traps and sediment basins, as required. The Contractor's site superintendent shall daily inspect and maintain all erosion control devices and practices. The Contractor shall initiate permanent stabilization measures immediately.

- All temporary stabilization measures shall be initiated immediately when work for any portion of the site has temporarily ceased and will not resume for a period exceeding 13 days.
- 4. All disturbed areas not encompassed by structures, pavement or called out for other surface treatment shall be, at a minimum, top soiled, seeded and mulched in accordance with the specifications. The Contractor shall be responsible for the removal of all erosion control measures except channel lining and outlet protection after site stabilization. The Contractor shall be responsible for removing and/or flushing sediment from existing storm drains if an excessive amount is collected during construction activities. Remove accumulated sediment as soon as depth reaches ¼ the height of the barrier.

# DUST CONTROL:

The Contractor shall be responsible for the prevention of wind-borne sediment from leaving the property. The Contractor shall sprinkle water on bare soil areas as required to wet the surface. The Contractor shall adjust the frequency of these sprinklings to match field conditions.

# **EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S):**

- 1. The Contractor shall utilize erosion control best management practices (BMP'S) to prevent the discharge of sediment-bearing water runoff or airborne dust from the project site in accordance with all Federal, State and Local Regulations during demolition.
- 2. The Contractor shall be responsible for the inspection and maintenance of all BMP'S in accordance with the requirements of the permitting authority.
- 3. The Contractor shall ensure that all down slope BMP'S are installed and functional before any land disturbing activity is commenced on any portion of the site.
- 4. The Contractor shall be responsible for the installation and maintenance of additional BMP'S if required by field conditions, the Architect/Engineer or a Permitting Authority having jurisdiction over the site.

# SILT FENCE:

- 1. The installation of silt fences shall be in conformance with the silt fence manufacturer's recommendations; particular care shall be exercised to ensure that all silt fencing is properly keyed into the earth at the toe.
- 2. The Contractor shall maintain, clean, repair or replace silt fence as may be required during the construction period. If a line of silt fencing exceeds its capacity to function properly and the need for a back-up fence becomes evident, the Contractor shall install a secondary line of silt fence at the affected areas as required and per direction of the Architect/Engineer. Failure to maintain a silt fence shall not be cause for the Contractor to claim additional compensation.
- 3. After stabilization of the disturbed area has been achieved, the Contractor shall remove and dispose of all temporary BMP'S and dress out those areas to the proper line and grade.

### **EXHIBIT-CC**

# BEST MANAGEMENT PRACTICES FOR DEMOLITIONS WHERE LEAD-BASED PAINT AND/OR ASBESTOS CONTAINING MATERIALS MAY BE PRESENT

# GENERAL NOTES: DISPOSAL OF LEAD-BASED PAINT (LBP) AND ASBESTOS CONTAINING MATERIAL (ACM)

- All demolition must be adequately wet prior to and during removal to prevent any and all lead-base dust. Adequately wet means: no visible emission discharges are released to the outside air from the collection, mixing, wetting and handling operations.
- Disposal cost for Lead-Based Paint containing materials and Asbestos containing materials shall be included in the bid and made a part of the contract executed with the company providing demolition.
- All LBP and/or ACM wastes generated must be disposed of at a permitted landfill.
- The demolition contractor shall abide by the Lead-Based Paint and/or Asbestos NESHAP requirements for the disposal of lead-based paint and/or asbestos-containing wastes.
- Not all landfills are authorized to accept LBP and/or ACM. The demolition contractor is strongly urged to contact the landfill prior to transport of LBP and/or ACM to ensure that the landfill will accept the LBP and/or ACM.
  - 1. The name, address and telephone number of the waste transporter(s); and
  - 2. Certification that the contents of the consignment are fully and accurately described by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.
- A copy of this waste shipment record must be provided to the disposal site owner at the time the lead-based paint and or asbestos-containing material is delivered.
- A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.
- A listing of permitted landfills in the State of Alabama is available on the ADEM Internet web site at: www.adem.state.al.us/LandDivision/Solid Waste/Reports/Landfill.htm
- A detailed schedule of values will be required from the apparent low quoter contractor and shall be submitted within twenty-four (24) hours of receipt of quotes

**END OF EXHIBIT CC** 





# Company ID Number:

# Approved by:

Employer	***
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security Division	
Name (Please Type or P	Title
Signature	Date





# Company ID Number:

Information	Required for the E-Verify Program	
inomation	required for the E-verily 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		



# AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and enter	ed into this	·
BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P O Box 1827 Mobile, Alabama 36633	
And the Contractor:		[NAME dba BUSINESS NAME] [Street Address] [City, State Zip Code]
	City Business License No.:	=======================================
For the following Project:	Nuisance Abatement - Demolition of Structures	
	PROJECT NUMBERS: ME-	[Street Address] [City, State Zip Code]

# AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including its Exhibits [List Insurance Requirements, Project Schedule and all exhibits], attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

terms and conditions.	
[if applicable] WHEREAS, the City issued [Insert RFQ, RFP of package identification] on [insert date]; and,	or bid
WHEREAS, the City evaluated the proposals received and found the Contractor quali- perform the necessary services; and	fied to
WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement qualified, willing and able to provide and perform all such services in accordance with its terms.	and is
NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenant herein, agree as follows:	s contained
I. CONTRACTOR'S SERVICE	
1.1 The Contractor agrees to diligently provide all materials, services and labor for the perfor of [Contract Title] (the "Project"), in accordance with the Sc Services and Quote Form made part of this Contract as Exhibit A, attached hereto and incorp herein. All work and labor shall be done in accordance with the plans and specifications with the City and are incorporated herein by reference.  PROJECT LOCATION: [STRIADDRESS] located in Mobile, Alabama,  Total Contract sum amount is: [amount] Dollars and No C (\$).	ope of orated on file

# II. TERM

2.1 The Work shall commence with permitting through Build-Mobile within three (3) business days of the date of a written Notice to Proceed. The Contractor shall deliver All Work, proof of Advertisement, Substantial Completion of the Work, Close-out documents and Invoices for completed Work within thirty (30) calendar days from the date of the written Notice to Proceed.

# III.COMPENSATION AND PAYMENT

	3.1	The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$
	3.2	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.
	3.3	The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.
IV	. <b>M</b> ]	ETHOD OF PAYMENT
	4.1	The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's[Department Head] indicating that services have been rendered in conformity with this Contract.
	4.2	The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A, Scope of Services and Quote Form, attached hereto and incorporated herein.
	4.3	The Contractor's invoices shall be in a form satisfactory to the [Department Head] who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.
V.	ΑI	DDITIONAL SERVICES
	5.1	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.
	5.2	If the City's [Department Head] requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding

the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

# VI. CITY REPRESENTATIVE

•	sentative, authorized to act on the Owner's behalf with respect to the Project
VII. CONTRACTORS R	EPRESENTATIVE IN CHARGE
Individual:	
Firm name:	
Address:	
Phone:	

# VIII. GENERAL REQUIREMENTS

- **8.1** The Work shall commence immediately upon execution by the City and the Contractor and shall continue through completion of the Project, in accordance with Exhibit B. Project Schedule attached hereto and incorporated herein.
- **8.2** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owners sole discretion.
- **8.3** This Agreement, including the Request for Quotes documents, is the final expression of the agreement between the parties and represents the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings, representations or Agreements, either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- **8.4** All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- **8.5** 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 close out requirements are not acceptably submitted for more than **fifteen (15) calendar 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.

**8.6** All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Deputy Director
Municipal Enforcement Department
Western Admin Complex
4851 Museum Drive
Mobile, AL 36608

Copy to:

City Attorney

City of Mobile Legal Department

Post Office Box 1827 Mobile, AL 36633-1827

To Contractor:		[Name dba Business Name]
	:	[Street Address]
	4	[City, State Zip Code]

8.7 For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

# WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

# COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$1,000,000 general aggregate per project

# **AUTOMOBILE LIABILITY:**

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

# **COMMERCIAL UMBRELLA LIABILITY:**

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$1,000,000 per line of coverage.

# CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

# ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall

be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the

above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile P.O. Box 1827 Mobile, AL 36633

# INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

# CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

# WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

# **POLLUTION LEGAL LIABILITY**

Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$1,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three- year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project basis. Pollution Legal Liability coverage shall be without asbestos exclusion.

- **8.8** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- **8.9** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

This section of the Agreement will survive the expiration or termination of the Agreement.

- **8.10** 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 Mobile, Alabama.
- **8.11** Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

**8.12** Contractor, in the performance of its operations and obligations hereunder, shall not be or 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.

# IX.BEST MANAGEMENT PRACTICE AND CERTIFICATIONS FOR DEMOLITION OF CONDEMNED STRUCTURES WITH LEAD-BASED PAINT:

- **9.1** The Contractor shall be responsible for providing, implementing and maintaining "Best Management Practices" (BMP's) for erosion and sediment control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.
- **9.2** A copy of this waste shipment record must be provided to the disposal site owner at the time the material is delivered. A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.

# X. METHOD OF PAYMENT

Contractor shall provide two (2) notarized original signature copies of invoices to the Municipal Enforcement Department upon successful completion of service, along with the submission of all required Close-Out Documents for review and approval. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703.

#### XI. TERMINATION OF CONTRACT

The City retains the right to terminate the contract at its discretion which shall be effective upon giving notice to Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. Contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to Deputy Director, Municipal Enforcement Department, Western Administrative Complex, (WAC) 4851 Museum Drive, Mobile, Alabama 36608. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

# XII. PROOF OF ADVERTISEMENT OF COMPLETION

- (a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice be sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion 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 I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that,
[NAME dba BUSINESS NAME], has completed the contract for
Nuisance Abatement-Demolition of Structures, Location of Address
[PROJECT ADDRESS]; ME [PROJECT
NUMBER] in Mobile, Alabama. All persons having any claim for labor, material or otherwise in
connection with this project should immediately notify the Municipal Enforcement Department,
Western Administrative Complex, 4851 Museum Drive, Mobile, Alabama 36608.
(c) Upon completion of the contract, the Contractor shall certify under oath that all hills have been

(c) Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

#### XIII. NONDISCRIMINATION

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

# XIV. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Quotes documents, the Contractor's Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

- 1. Your Quote dated, \_\_\_\_\_
- 2. This Instrument (Agreement)
- 3. Certificate of Insurance forms with endorsement
- 4. E-Verify Documentation

# XV. DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

# XVI. IMMIGRATION LAW

By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of

this provision, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contactor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

#### XVII. 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.

#### XVIII. ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

# XIX. OPPORTUNITY TO CONSULT WITH COUNSEL

CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement.

#### XX. ANTI-BOYCOTT

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

#### XXI. AUTHORITY TO EXECUTE AGREEMENT

Contractor's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

# XXII. NO THIRD-PARTY BENEFIT

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

		CONTRACTOR
		By:
		Printed Name and Title
		Date:
State of } County of }		
I, the undersigned Notary Public, in and for said co [Individual's Name] whose name as	[Tingle Tingle T	tle] of the [LLC on the conveyance, and who is known to me, acknowledge
In witness whereof, I hereunto set my hand and official	seal on this	day of, <b>20</b>
Notary Public Print My commission expires:	(Seal)	
		CITY OF MOBILE
		By:Spiro Cheriogotis, Mayor Date:
ATTEST:		
City Clerk		

# 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 hereinafter called the Principal, and	the Contractor,	
hereinafter called the Frincipal, and hereinafter called the Surety, are held and firmly bound un 36633, hereinafter called the Owner, in the penal sum of A which we bind ourselves, our heirs, executors, administrate a certain written Contract dated the day of Mobile to furnish all labor, material, equipment and insurar Apartments — Demolition (Phase 1); ME-004-25; ME-00 by reference and is made a part hereof as if fully copied here	AMOUNT and 00/100 Dollars (\$000,000.00) for pors, successors, and assigns for the faithful perform, 2025, entered into between the Principal and note and perform all Work required to complete E6-25, a copy of which said Contract is incorporate.	payment of formance of the City of serkshire
NOW, THEREFORE, the condition of this obligation is succonditions of the Contract in all respects on its part and sperformance of such Contract on account of labor and robligations of every form, nature and character, and shall nature, kind and character which may be incurred in confor or other such and liability resulting from negligence or harmless the Owner from all cost and damage which may perform said contract and shall fully reimburse and repay description which may be incurred by the Owner in making the Principal in connection with the performance of said claims of all persons, firms, partnerships, or corporations with the performance of the Contract, and that the facorporations shall give them a direct obligation; and provided any default whatever shall be brought on this bond after Contract falls due, and provided, further, that if any alteration the work to be done under it, or the giving by the Ov Contract or any other forbearance being expressly waive the performance of all covenants, terms and conditions he null and void.	shall fully pay all obligations incurred in connect materials used in connection therewith, and all save harmless the Owner from all and any liable nection with the performance or fulfillment of su otherwise on the part of such Principal and for be suffered by reason of the failure to fully and the Owner for all expenditures of every kind, charged good any and every default which may exist of Contract; and further that the Principal shall part for all labor performed and material furnished in illure to do so with such persons, firms, part ded, however, that no suit, action, or proceeding ir two years from the date on which the final pay ions or additions which may be made under the where of any extensions of time for the performance, it significant is supported and after such performance, it significant is supported.	ion with the such other such other such contract further save a completely aracter, and in the part of ay all lawful a connection nerships or is by reason ment on the Contract, or ance of the deffect until hall become
In addition to any other legal mode of service, service of Mobile County may be had on the Contractor or the Su complaint or other pleading or process with the Mayor of and Surety to the mode of service above described and the contractor or surety. This Bond is given pursuant to the termination of the service and the	rety on the bond by leaving a copy of the su- the City of Mobile which shall bind the principa nat the service shall be the same as personal se	mmons and I Contractor rvice on the
EXECUTED IN FOUR (4) COUNTERPARTS.		
SIGNED, SEALED AND DELIVERED this day	of, 2025.	
CONTRACTOR AS PRINCIPAL Company:(Corporate Seal)	SURETY Company:(Corporate Seal)	
By: (Signature)  Name and Title:	By:(Signature)  Name and Title:	
Resident Agent:(Signature)  Name and Title:Address:	Owner's Representative: James Roberts, Neiborhood Dev P.O. Box 1827 Mobile, Alabam 251-208-6291	velopment

# 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 PRI	ESENTS: That the Contractor, NAME, as Principal, and as Surety, are held and
firmly bound unto the City of Mobile, P. O. Box the penal sum and the payment of which sum well and truly to be successors, and assigns, jointly and severally, firm	<b>1827, Mobile, Alabama 36633</b> (hereinafter called the "Obligee") in 00/100 Dollars (\$000,000.00) lawful money of the United States, for one made we bind ourselves, our heirs, personal representatives,
202, (hereinafter called the "Contract") to furnis	certain Contract with said Obligee, dated the day of, sh all labor, material, equipment and insurance and perform all work s – Demolition (Phase 1); ME-004-25; ME-006-25, which,
THEREFORE, THE CONDITION OF TH subcontractors to whom any portion of work prov and of such subcontractors shall promptly make or supplies for or in the prosecution of the work p additions to said Contract, and for the payment or	IIS OBLIGATION IS SUCH that if said Principal and all ided for in said Contract is sublet and all assignees of said Principal payments to all persons supplying him or them with labor, materials rovided for in such Contract, or in any amendment or extension of or freasonable attorney's fees, incurred by the claimant or claimants in ons shall be void; otherwise to remain in full force and effect.
provided for in said contract shall have a direct rigright of action shall be asserted in a proceeding in Contract is to be performed or in any county in which shall be asserted in a proceeding instituted in the against said Principal and Surety or either of them Contract) in which action such claim or claims shall be asserted in a proceeding instituted in the against said Principal and Surety or either of them Contract) in which action such claim or claims shall be agent of each of them to receive and accept so instituted on this bond and hereby consent that su and/or Surety. In addition to any other legal mode brought in Mobile County may be had on the Contract complaint or other pleading or process with the Contractor and Surety to the mode of service aborevice on the contractor or surety.  (c) The Surety shall not be liable hereunder for decompensation or Employer's Liability Statute.  (d) In no event shall the Surety be liable for a great status in the surety be liable for a great status.	service of process or other pleading issued or filed in any proceeding such service shall be the same as personal service on the Principal e of service, service of summons, and other process in civil actions tractor or the Surety on the bond by leaving a copy of the summons he Mayor of the City of Mobile which shall bind the principal we described and that the service shall be the same as personal amage or compensation recoverable under any Workmen's eater sum than the penalty of this bond, or subject to any suit, action two years after the final settlement of said Contract.
EXECUTED IN FOUR (4) COUNTERPARTS.	
SIGNED, SEALED AND DELIVERED this _	day of, 2025.
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company:(Corporate Seal)
By:(Signature)	By:(Signature)
Name and Title:	Name and Title:
Resident Agent:(Signature)	Owner's Representative: James Roberts, Senior Director Neiborhood Development P.O. Box 1827
Name and Title:Address:	Mobile, Alabama 36633
Phone and Fax:	251-208-6291

#### **EXHIBIT 4**

# City of Mobile Insurance Requirements Contractor

Insurance - For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

# A. Workers' Compensation/Employer's Liability:

- 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- 2. Employer's Liability with limits of not less than:

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease
Bodily Injury by Disease
\$1,000,000 each accident
\$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

# B. Comprehensive General Liability Insurance:

- 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor
- 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence, bodily injury or property damage.
- 3. General Aggregate Limit shall apply on a "Per Project" **Basis.**

# C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover 1;111 owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

#### D. Excess/Umbrella Liability Insurance

- 1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

# CERITIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101. Additional Remarks Schedule).

**Waiver** *Of* **Subrogation** - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

<u>Additional Insured</u> - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

<u>Primary Insurance</u> - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General - Within two (2) 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. A sample Certificate of Liability Insurance form along with this Endorsement Page requirements are attached for Contractor's reference.



# 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/les) must be endorsed. If SUBROGATION IS WAIVED, subject to the

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	City of Mobile							ESCRIBED POLICIES BE		
City of Mobile								EREOF, NOTICE WILL Y PROVISIONS.	BE DI	LIVERED
	P. O. Box 1827				ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHORIZED REPRESENTATIVE					
	Mobile, Alabama 36633-182	7			AUTHOR	ZED REPRESEI	ITATIVE			

TO OWNER City of Mobile	PROJECT:	APPLICATION NO:	Distribution to:
P. O. Box 1827 Mobile, Alabama 36633-1827		PERIOD TO:	OWNER ARCHITECT CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT;	II.—II.—	
		PROJECT NO:	7
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.	ION FOR PAYMENT in connection with the Contract.	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.	or Payment has been I amounts have been paid by yment were issued and shown herein is now due.
<ol> <li>ORIGINAL CONTRACT SUM</li> <li>Net change by Change Orders</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO</li> <li>DATE (Column G on G703)</li> </ol>	9 W W W	CONTRACTOR: By:	Date:
5. REIAINAGE:  a. % of Completed Work  (Column D + E on G703)  b. % of Stored Material  (Column F on G703)  Total Retainage (Lines 5a + 5h or		State of: Subscribed and sworn to before me this Notary Public: My Commission expires:	
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		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.	FOR PAYMENT on-site observations and the data to Owner that to the best of the ork has progressed as indicated, tract Documents, and the Contractor
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	NAGE \$	AMOUNT CERTIFIED	
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner	ADDITIONS DEDUCTIONS	(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:	t applied. Initial all figures on this conform with the amount certified.)
Total approved this Month		By:	Date:
TOTALS		This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the	D is payable only to the
NET CHANGES by Change Order		Contractor named neveril. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.	I payment are without Contract.

**PAGES** 

PAGE ONE OF

AIA DOCUMENT G702

APPLICATION AND CERTIFICATION FOR PAYMENT

ARA DOCUMENT 6702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

# **CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO: APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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I	RETAINAGE (IF VARLABLE RATE)		
Н	BALANCE TO FINISH (C - G)		
	(O÷9)		
9	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		
ļτ	MATERIALS PRESENTLY STORED (NOT IN D OR E)		
ы	THIS PERIOD		
D	WORK CON FROM PREVIOUS APPLICATION (D+E)		
ပ	SCHEDULED VALUE		
В	DESCRIPTION OF WORK	GRAND TOTALS	
A	ITEM NO.		

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



# **Certificate of Substantial Completion**

coverage.)

PROJECT:	PROJECT NUMBER: /	OWNER: L_
(Name and address)	CONTRACT FOR: General Constru	action ARCHITECT:
	CONTRACT DATE:	CONTRACTOR:
TO OWNER:	TO CONTRACTOR:	
(Name and address)	(Name and address)	FIELD: L
		OTHER:
PROJECT OR PORTION OF THE	PROJECT DESIGNATED FOR PARTIAL OCCUI	PANCY OR USE SHALL INCLUDE:
to be substantially complete. Su portion is sufficiently complete its intended use. The date of Sul	bstantial Completion is the stage in the program accordance with the Contract Documents substantial Completion of the Project or portion	e Architect's best knowledge, information and belief, ess of the Work when the Work or designated so that the Owner can occupy or utilize the Work for designated above is the date of issuance established arranties required by the Contract Documents, except
Warranty	Date of Co	ommencement
ARCHITECT	ВУ	DATE OF ISSUANCE
responsibility of the Contractor	to complete all Work in accordance with the nent of warranties for items on the attached list	include any items on such list does not alter the Contract Documents. Unless otherwise agreed to in st will be the date of issuance of the final Certificate
Cost estimate of Work that is	incomplete or defective: \$0.00	
The Contractor will complete or Substantial Completion.	correct the Work on the list of items attached	d hereto within Zero (0) days from the above date of
CONTRACTOR	ВУ	DATE
The Owner accepts the Work or (date).	designated portion as substantially complete	and will assume full possession at (time) on
OWNER	ВУ	DATE
shall be as follows:	er and Contractor for security, maintenance, h	neat, utilities, damage to the Work and insurance

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User Notes:

# Contractor's Affidavit of Payment of Debts and Claims

PROJEC	CT: (Name and address)	ARCHITECT'S PROJECT	TNUMB	ER:	OWNER:
		CONTRACT FOR: Gene	ral Cons	struction	ARCHITECT:  CONTRACTOR:
TO OW	NER: (Name and address)	CONTRACT DATED:	iai Con	str detroit	SURETY:
					OTHER:
STATE					
otherwifor all keeperf	dersigned hereby certifies that se been satisfied for all mater anown indebtedness and claim formance of the Contract references ponsible or encumbered.	rials and equipment furnions against the Contractor	shed, for	r all work, labor, and servages arising in any mann	vices performed, and er in connection with
EXCEP	TIONS:				
SUPPO	RTING DOCUMENTS ATT	ACHED HERETO:	CON	ITRACTOR: (Name and a	ddress)
1.	Consent of Surety to Final Surety is involved, Consent required. AIA Document Consent	of Surety is 6707, Consent of		,	,
Indicate	Surety, may be used for this Attachment	Yes No			
			BY:		
	owing supporting documents frequired by the Owner:	should be attached		(Signature of authorize	ed representative)
1.	Contractor's Release or Wa			(Printed name and titl	e)
2.	Separate Releases or Waive		Subs	scribed and sworn to befo	ore me on this date:
	Subcontractors and materia suppliers, to the extent requ accompanied by a list there	ired by the Owner,			
				ary Public:	
3.	Contractor's Affidavit of R. (AIA Document G706A).	elease of Liens	Му	Commission Expires:	

# Contractor's Affidavit of Release of Liens

PROJEC	CT: (Name and address)	ARCHITECT'S PROJECT N	IUMBER: OWNER:				
			ARCHITECT: □				
		CONTRACT FOR: General					
TO OW	NED: (Name and address)	Construction CONTRACT DATED:	CONTRACTOR:				
TO OWN	NER: (Name and address)	CONTRACT DATED:	SURETY:				
			OTHER:				
STATE (							
listed be of mate encumb	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.						
EXCEPT	TIONS:						
SUPPO 1.	PATING DOCUMENTS ATTAC Contractor's Release or Waive conditional upon receipt of fin-	r of Liens,	ONTRACTOR: (Name and address)				
2.	Separate Releases or Waivers	of Liens from BY	/·				
	Subcontractors and material and suppliers, to the extent required accompanied by a list thereof.		(Signature of authorized				
			representative)				
			~				
			(Printed name and title)				
		Su	bscribed and sworn to before me on this date:				
		No	otary Public:				
			y Commission Expires:				



# Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER:
	CONTRACT FOR: General Construction	ARCHITECT:
		CONTRACTOR:
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY:
		OTHER:
In accordance with the provisions of the C (Insert name and address of Surety)	Contract between the Owner and the Contractor as indicated a	above, the
on bond of		, SURETY,
(Insert name and address of Contractor)		
hereby approves of the final payment to the Surety of any of its obligations to (Insert name and address of Owner)	ne Contractor, and agrees that final payment to the Contractor	, CONTRACTOR, r shall not relieve the
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety has (Insert in writing the month followed by the		
	(Surety)	
	•	
	(Signature of authorized rep	resentative)
Attest:		
(Seal):	(Printed name and title)	<del></del>